

1894-016
Lee Co.

Chancery Causes: G. G. Cotrell &c vs. A. A. Arthur, trst.

Rollins

1 Plat

CA-Debt
T-Property

-Deed

1

To the Hon. H. S. K. Morrison
Judge of the Circuit Court
of Lee County Virginia
Your Petitioners G. G. Cotrell
and James F. Rollins, would
respectfully represent that
A. A. Arthur Justice, sued out
of the clerks office of the County
Court of Lee County a writ
of Unlawful Entry and De-
tainer, against your Petitioners
for certain lands in this County
described in their writ. This
writ was dated July 25, 1890
and made returnable to the
next term of said Court (Aug)
See P. 102 of the record.

On this writ various proceed-
ings and Continuances were
had until the February term
1891, when there was a trial
thereof and a verdict in favor
of the plffs and against your
Petitioners, a transcript of the
record in this case accom-
panies this Petition, marked
A" and is prayed to be con-
sidered herewith;

Upon the trial of this cause
your Petitioners took 4 bills
of exceptions which set out

1 rulings of the Court Com-
2 plained of see P. 107, 108, 109
3 110.

4 By an inspection of the rec-
5 ord, it will be seen, that
6 the plffs claim possession
7 by legal title, arising from
8 his title, not actual occupa-
9 cy, and that this claim of
10 title, is under one Samuel C.
11 Jones's heirs, see plffs testimony
12 in his bill of exceptions.

13 Record P 11. It will also be
14 seen that the defendants
15 claim under the "Eastern
16 Kentucky Land Company" and
17 they under J. W. Divine and the
18 latter by deed from Samuel
19 C. Jones by deed with Covenant
20 of general warranty see
21 Page 43 of record and on to
22 Page 98, where it will clearly
23 appear that Samuel C. Jones
24 sold & conveyed the west end
25 of the field survey, which is
26 the land in dispute -

27 Your Petitioners therefore feel
28 aggrieved therefore that said Court
29 allowed the plff to read the
30 deeds of Samuel C. Jones heirs
31 and devisees, and his last will

1 and testament, as evidence of
2 title when they in no way con-
3 nect themselves with the Com-
4 monwealth through said Jones
5 or prove actual desin. And for
6 failing to exclude the same
7 when the defendants were
8 allowed to read said Jones
9 deed, ~~see~~ ^{see} depts 2^d Bill of
10 exceptions P 108 of the record.
11 They also feel aggrieved, in the
12 refusal of the court to give
13 the instructions asked for by
14 the defendants and refused and
15 by the giving of those asked for
16 by the plff.

17 But your Petitioners feel
18 aggrieved by the action of the
19 Court in refusing to arrest
20 judgment on the verdict and
21 refusing to set the same aside
22 and grant them a new trial
23 because the same is too vague
24 indefinite and uncertain to
25 render judgment thereon.
26 See Page 8 of the record by
27 an inspection of which it
28 will be seen, the said
29 verdict is plainly contrary
30 to the evidence, there was no
31 proof of the law, favor for
the plff.



1 said verdict is in these words
2 "We the Jury find for the plaintiff
3 between $\frac{1}{8}$ to $\frac{1}{2}$ of acre of land
4 that is in dispute and the houses
5 thereon" By a reference to
6 G. B. Cockerses testimony
7 P 90 will be found the ev-
8 idence to relate to this de-
9 scription. And when it will
10 be seen there are several
11 houses on the land claimed by
12 the plaintiff and defendant.
13 Which therefore did they find
14 what shape is ^{the} land to be
15 laid off in? Where does
16 it Begin and how much
17 goes with each house? Indeed
18 how much land do they find
19 "between $\frac{1}{8}$ & $\frac{1}{2}$ acre - well how
20 much between these two points
21 It is humbly submitted that
22 this verdict is void for un-
23 certainty and no Court could
24 give judgment therefor nor
25 no Sheriff deliver possession
26 there of - And is in the very
27 teeth of the Statute which says
28 when the Jury find less than
29 is claimed by the writ the Jury
30 shall describe it see Code of
31 1887. That must mean a

reasonable description could mean nothing else.

Your Petitioners are advised that error alone in law entitles them to have it set aside and a new trial awarded them.

Besides it clearly appears by the said testimony of G. B. Cockrell, before referred to beginning on P. 90, 91, 92 & c and the Compromise paper dated July 17th 1888, immediately following ~~that on~~ on Page 95-96, by this paper will ^{it will} be seen that the plff on said 17 day of July 1888 Surrendered and gave up the land in dispute to the E. K. L. Co. and immediately your Petitioners rented from that Company and became its tenants and could not attempt to do plff see instructions of the Court.

For these errors and others to be assigned at Bar your Petitioners pray for a writ of error and supercedas and review of said Cause and as in duty they will ever pray.

G. G. Catwell
James H. Rollins
for Counsel.

over

1 Virginia Lee County to wit:
 2 I A. L. Pridemore a practicing
 3 attorney in the Circuit Court
 4 of Lee County do certify that
 5 I have carefully examined a
 6 transcript of the records in the
 7 foregoing case of A. A. Arthur
 8 Trustee against G. G. Catree and
 9 James H. Rollins and am
 10 firmly of opinion that there
 11 is error therein and that the
 12 same should be reversed.
 13 This April 11th 1891.

14 A. L. Pridemore
 15 for depty.

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A subpoena is awarded
 pursuant to the prayer of
 the petition which will
 be operative upon the petitioner
 or those one for him or county
 board with the good account
 before the clerk of this court in
 the sum of \$350.00 and shall
 as the law directs, 11th of March
 to the clerk of the 2nd of April 1891
 et. ch. of Lee County
 n. a

1893 June Term order
 of Survey Court.

Virginia

At a Circuit Court continued and held for Lee County at the Court house thereof on Saturday the 10th day of June 1893.
G. G. Costrell et al appellants } upon an appeal

VS

A. A. Arthur Trustee appellee } from a judgment of the County Court

rendered on the 7th of February 1891 refusing to set aside the Verdict of a jury in this cause

And on the motion of the Plff in this cause by his attorney it is ordered that the survey in this cause be enlarged, and that L. M. Carmical Surveyor of this County do go upon the lands in controversy in this cause and survey and lay out the same as either party may require, and that he make out three reports and seven fair plats thereof, and return the same to the court and the cause is continued

A Copy Teste

A. B. Munsey Clerk

^{et seq.}
G. G. Kottrell et al

vs } Copy of Order, Survey

A. A. Arthur Trustee

Executed Jan. the 4. 1884

by delivering and affixing
copy of the within order
to Luther Carmack

G. E. Flanagan S. C. C.

KNOW ALL MEN BY THESE PRESENTS, That we

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

Three Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *15th* day of *April*, one thousand eight hundred and *Ninetyone*

The Condition of The Above Obligation is Such, That whereas the above bound

Leotree and James H. Rollins

on bill in Chancery against

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain

of the circuit court of Lee County, a supersedeas to a judgment of Unlawful Entry & detainer, obtained in the County Court of Lee County against them by A. L. Arthur Trustate

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until, or some one for

shall enter into a bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *Leotree & Rollins* shall pay all such costs as may be awarded against *them*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

A. L. Pridemore (SEAL.)

(SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me J. A. G. Hyatt, clerk of the circuit court of the county of Lee and made oath that estate, after the payment of all just debts, and those for which he bound as security for others and expect to pay, worth the sum of dollars. over and above exemptions allowed by law.

Given under my hand this day of

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Teste:

Clerk.

Centree & Rollins

also $\frac{3}{3}$ Bond

A. A. Arthur Trustee

Filed April 15th 1871

J. A. S. Hyatt C.

Pleas before the county court of
the county of Lee at the court
house thereof on the day of
1891.

Be it remembered that heretofore
to wit: on the 25th day of July:
1890. came A. Arthur Trustee by
his attorney, and sued out of the
clerk's office of the said court a
summons in unlawful detainer
against B. B. Battrell and J. F.
Rollins which summons, with
the sheriffs return there on
made, is in the words and
figures followin to wit:-

The Commonwealth of Virginia
To the Sheriff of Lee County Greeting:
We command you that you sum-
mon B. B. Battrell and J. F. Roll-
ins, if they be found in your
bailiwick, to appear before the
Judge of our county court, for
our said county, at the court-
house thereof, on the first day
of the next term, to answer
Alex A. Arthur Trustee, of a
complaint that the said B. B.
Battrell and J. F. Rollins are

in the possession of, and unlawfully withheld from the said Alex^r. Arthur Trustee, a certain tract or parcel of land and premises lying and being in the said County of Lee and State of Virginia containing 100 acres more or less, and bounded as follows, to wit: Beginning at a poplar and dogwood above the Cave spring corner to Col. Wm Robinson's Gap Tract, thence with a line thereof west 28 poles to two foot oaks and small elm on the side of Cumberland Mountain, thence S 16 $\frac{1}{2}$ W. 28 poles to a stake about 20 yards East of Martin & Beatty's and where the line of John Jones 1155 acre tract crosses said Robinson's line, thence with Beatty's line S 84 W. 37 poles to a pine and Black oak stumps on the South side of the Gap branch, S 8 E. 24 poles to between a black oak and poplar on the new State line, thence with said line West 72 poles to the Kentucky line on the top of said mountain, thence with

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said line northwardly along the
top of said mountain 137 poles to
a small chestnut on the foot
of the bluff. above a large flat
rock. Thence S. 80 E 160 poles to a
stake, Thence S 68 $\frac{1}{2}$ W 126 poles to
the Beginning, And have then
there this writ, Witness John
R. Gibson clerk of our said court,
at the court-house, this the 25th
day of July in the year of our
Lord 1890. and in the 115th year of
our foundation.

John R. Gibson clerk.

Executed by delivering office copies
of the within summons to G. S.
Cottrell and J. F. Rollins the 27th
day of July 1890 this Aug 5th 1890.

Neil Jennings Deputy
Sheriff for A. B. Munsey S. L. C.

And now at this day, to wit:

Virginia.

At a county court begun and
held for Lee county at the court
house thereof on Tuesday August 5th 1890

A. A. Arthur Trustee & Plff. ^{Summons}

vs.

G. B. Cottrell & Jas Rollins Defs. ^{unlawful entry & detainer}

This day came the parties by their attorneys, and on motion of the defendants the return on said summons is quashed and on motion of the plaintiff leave is granted the officer to amend his said return which amendment was made and the cause is continued until the next October Term and therefor the defendants suggests that the plaintiff is a nonresident of the State and that security for costs be required which security is given.

And at another day to wit:

Virginia.

At a county court continued and held for Lee County at the Court House thereof On Thursday Oct 9th 1890

A. A. Arthur Trustee & Plff. ^{unlawful}
vs. ^{entry and}

G. B. Cottrell & James Rollins Defs. ^{detainer}

This day came the parties by their attys and by agreement this cause

is continued until the first day of the January term next.

And at another day to wit: At a county court continued and held for Lee county at the Court-house thereof, On Saturday January 10th 1891

A. A. Arthur Trustee^{vs} Peff. } Unlawful
entry and
B. B. Bottrell & Jas. Rollins } Detainer.
Ordered that this cause be and
is hereby continued until the next
term..

At an other day to wit: At a county court continued and held for Lee county at the Court-house thereof, On Tuesday Feby 3rd 1891.

A. A. Arthur Trustee^{vs} Peff. } On a summons
of Unlawful
B. B. Bottrell & James Rollins } Detainer.
This day came the parties by their at-
torneys and thereupon the defendants
by their attorneys plead not guilty
to said summons. Then came a jury to wit
J. F. Potter, Alexander Blifton, David
Lawson, A. G. Scott, Pettis Shelburn

Ransom Hyatt, J. B. Herndon, Wm James.
 L. B. Blankenship Jr. Andy Miller.
 J. A. Shuffelbarger & Lee Bowling.
 who being selected according to law
 and sworn the truth to speak up-
 on the issue joined and having
 heard the evidence in part, and
 the time for the adjournment
 of the court having arrived said
 jury was adjourned until to mor-
 row morning 9 o'clock.

And at another day to wit:

At a county court continued and
 held for Lee county at the court-
 house thereof, On Wednesday Feb.
 24th 1891.

A. A. Arthur Trustee vs. Peff. on a summons
 Against } of Unlawful
 L. B. Cottrell & James Collins Defts } Detainers.

This day came again the parties by
 their attorneys, and the jury adjourned
 over on yesterday appeared in court
 pursuant to their adjournment
 and having fully heard the evidence
 and argument of counsel in part,
 and the time for the adjournment
 of the court having arrived said

Jury was adjourned over until to-morrow morning 9 O'clock.

And at an other day to wit:-

At a county court continued and held for Lee county at the court-house thereof, On Thursday Feb 5th 1891.

This day came again the parties by their attorneys and the Jury adjourned over on yesterday appeared in court pursuant to their adjournment and having fully heard the argument of counsel and being instructed as to their duty and the time for the adjournment of the court having arrived, said Jury was adjourned over until to-morrow morning 9 O'clock.

At an other day to wit:-

At a county court continued and held for Lee county at the Court-house thereof, On Friday Feb 6th 1891.

A. A. Arthur Trustee & Ref. on a sum-
Against }mons of Un-
G. S. Bottrell & James Rollins Defts. lawful detainer

This day came again the parties by their

verdict:

attorneys and the jury adjourned over on yesterday appeared in court pursuant to their adjournment and were sent to their room to consider of their verdict and after some time returned into court having found the following to wit: We the jury find for the plaintiff between $\frac{1}{8}$ to $\frac{1}{2}$ of an acre of land that is in dispute and the houses thereon and thereupon the defendants by their attorneys moved the court to set aside said verdict and grant them a new trial because the said verdict is contrary to the evidence & to the instruction of the court and because the same is too uncertain for the court to render judgment thereon, which motion being argued, the court takes time until tomorrow to consider thereof.

Held at another day to wit: At a county court continued and held for Lee county at the court-house thereof On Saturday July 7 " 1891.

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A. A. Arthur Luster & Peff. } Motion of un-
vs } lawful entry
G. B. Cottrell & James Rollins Defendants and detainer.

This day came again the parties by their attorneys. and the court having maturely considered the motions made in this cause on yesterday, by the defendants to set aside the verdict of the jury rendered against them and grant them a new trial, doth overrule said motion. It is therefore considered by the court that the plaintiff recover of the defendants the $\frac{1}{8}$ to $\frac{1}{2}$ of an acre of land that is in dispute and the houses thereon, the same being the premises found by the jury in their said verdict, and that the plaintiff recover against the defendant his costs in this behalf expended, And a writ of possession is awarded the plaintiff to cause him to have the possession, directed to the sheriff of this county and returnable as the law directs.

Be it remembered that upon the trial of this cause the plaintiffs and defendants.

by their attorneys excepted to the rulings & Judgment of the court against them, and tendered their bills of exceptions numbered & which are signed and sealed by the court and made a part of the record in the cause. And the defendants suggesting that they feel aggrieved by the rulings & Judgment of the court against them, on their motion the execution of the said Judgment is suspended for 60 days upon the said defendants or some one for them executing bond before the clerk of this court in the penalty of \$100. conditioned according to law.

(111)

No 3

A. A. Arthur Trustee } Unlawful
Vs } Entry & detain
G. G. Cotrell & J. F. Rollender

Be it remembered that the plaintiff to maintain the issue of his part introduced R. Jones who proved that he was acquainted with the premises described in the writ in said cause that he had known said premises since the year 1866 or 1867.

That they were located at & near Cumberland Gap in Lee County Va that he was a son of Samuel C. Jones deceased that his father moved on said premises the house in the Gap known as George Brittain House in the year 1867 or 1868 & continued to live on there untill 1884 when he moved to Tenn. leaving John C. Colson in possession of said house to whom he rented the house & building standing on said on the G. G. Cotrell land in Cumberland Gap that when his father first moved in said house it was a renter and that he afterwards as he witness understood purchased said premises that his father died sometime in 1888 that after his death the said John C.

Colson rented the said Store House ^{and} Lot from his mother and the devisees of said S. C. Jones said lease and renting to expire on the 1st day of May 1889, that before that time the said widow and devisees of the said Samuel C. Jones sold ^{and} conveyed said premises to A. A. Arthur Trustee, That on first day of May 1889 the said John C. Colson who was then together with the defendant G. G. Colwell occupying and using said house surrendered the possession of said house to witness as the agent of said S. C. Jones's devisees and that he witness then ^{and} there delivered the possession thereof to C. H. Rogers ^{and} William

Arthur agents (and) attorney for H. H. Arthur
 Trustee, witness further proved that said
 house and lot so leased to said John B.
 Colson were within the call of the writ
 (and) within the boundaries of the deeds
 from S. S. Lotrell (and) A. B. Woodson
 heirs to his father Samuel C. Jones
 that said lands were situate in Lee
 County Virginia, that his father for him-
 self and those under whom he claimed
 had held upon notorious (and) exclusive
 possession of said premises that said
 houses and the land around ^{there} ~~therefrom~~
 from 1868 down to 1884 when he moved
 away leaving said John B. Colson in
 possession as his tenant, that there
 was a lot of 15 or 16 acres that had
 been and used for several years
 on the land adjoining the storehouse
 on the west of the main road (and)
 the rest of said land was in woodland
 (and) had never been fenced or cultivated
 but had been claimed by his father
 S. C. Jones deceased

The plaintiff then introduced William
 Arthur who proved that he (and) B. H.
 Rogers received the possession of the

premises, that is, the Store House Dwelling
 House and Out House from Robert J. Jones
 acting as agent of the devisees of Saml.
 G. Jones on the 1st day of May 1889, that
 said houses were then occupied. The
 Store house by John C. Colson and G. G. Cottrell
 and the dwelling house by J. T. Rolling
 that on that day ~~the~~ and C. S. Rogers
 as agents and attorneys for A. S. Arthur
 Trustee leased the Store house to John
 Clarkson and the dwelling house to
 John Gilpin for said Rolling ^{with} for whom
 the said Gilpin was boarding, that said
 leases were to expire on the 1st day of
 Sept 1889, that he understood the said
 Colson and G. G. Cottrell to be partners
 in the Merchantile and Liquor business
 carried on in said store house, that
 after the expiration of said leases the
 said Colson went out of said store
 house and that the said G. G. Cottrell
 continued to hold possession thereof
 and was holding the same at the time
 of the institution of this suit and at the
 time the summons in the same was
 executed, that said possession was
 contrary to the will and against the
 consent of the said A. S. Arthur Trustee

that said Rollins continued to hold possession of said dwelling house after the expiration of said lease to the said Gilpin, and that he was unlawfully withholding the same at the institution of this suit and on the day when the summons was executed on him, that he was acquainted with the lines of the land conveyed by G. H. Cottrell and Samuel C. Jones and that they included the storehouse leased to said Colson, and most all of the dwelling house leased to said Gilpin, that said houses and lands were within the call of the writ, that he as agent for A. H. Arthur Trustee received the rent of said houses from said Colson and Gilpin.

The plaintiff then introduced C. H. Rogers who proved that he was and is an attorney for the American Association Limited and A. H. Arthur Trustee that he was present when R. H. Jones received the possession of said houses and premises from John B. Colson on the 1st day of May 1889. That he assisted William Arthur in leasing said houses to said John B. Colson and said Gilpin as above stated in the

testimony of William Arthur; that the said G. G. Cottrell was a partner, ^{of said Colson} that said Colson and Gilpin paid the rent of said houses to William Arthur as agent - for A. A. Arthur trusted up to the time he left. That as atty for the plaintiff he had made inquiry at the office of the plaintiff and from others for paper dated July 12th 1888 known as the compromise but could not find it and does not know where it now is.

The said plaintiff to further maintain the issue upon his part read in evidence the deed from G. G. Cottrell to Samuel C. Jones dated on the day of 18 - which is in the words and figures following to wit: This Deed &c

This Deed made this 5th day of January 1878 between Gray G. Cottrell of Cariboune County Tennessee of the one part and Samuel C. Jones of Lee County Va. of the other part. Witnesseth That for and in consideration of the sum of Nine Hundred Dollars in hand paid the receipt of which is hereby acknowledged the said Gray G. Cottrell doth hereby

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grant and convey unto the said Samuel C. Jones with covenants of general warranty a certain tract or parcel of land lying in Lee County Virginia on the south Eastern Side of Cumberland Mountain extending to Cumberland Gap, and situated on the left thereof as you approach Kentucky supposed to contain about five acres, it being the same tract or parcel of land conveyed to said Cottrell by M. P. D. Lane a special commissioner in a chancery suit lately decided in the Circuit Court of Lee County Virginia in which said Cottrell was plaintiff and Mary Cottrell et ux were defendants by deed bearing date Nov 20th 1876 and bounded as follows to wit: Beginning at a stake in Cumberland Gap in the edge of the road, thence along the edge of said road S 47 E 3 poles to a cedar in George Drillaing's yard thence S 34 W 3 $\frac{3}{4}$ poles to a stake thence due S 56 poles to a stake in John S. Newles line and with the same S 40 W 7 poles to a stake in the Tennessee State line and with the same N 15 poles to the Kentucky State line on the top of Cumberland Mountain and with the same northeasterly to the

Beginning, To have ^{and} to hold the said tract or parcel of land together with the appurtenances thereunto belonging to the said Samuel C. Jones and others his heirs forever. Witness the following signatures ^{and} seal.

G. G. Cotterell Seal

Virginia, Lee County, to wit:

The foregoing deed from G. G. Cotterell of the one part to Samuel C. Jones of the other part was this day acknowledged before me by the said Cotterell to be his act and for the purposes therein mentioned.

Given under my hand this January 5th 1878.

James W. Orr Clerk
of Lee County Court,

Virginia Lee County Court Clerk's office the 1st day of April 1878. The foregoing deed from G. G. Cotterell of Claiborne County Tennessee of the one part to Samuel C. Jones of Lee County Va of the other part, was this day admitted to record upon the Certificate of James W. Orr Clerk of the County Court of Lee County Virginia.

Teste R. W. Orr Jr D.C.

Also a deed from A. D. Woodson and wife to Samuel C. Jones dated

on the day of 18 — which is in
 the words ^{and} figures following to
 wit: This ~~Deed~~ ^{made} this 19th day of
 April 1872 between A. Q. Woodson
 of the one part ^{and} Samuel Jones of
 the other part. Witnesseth That for ^{and}
 in consideration of the sum of one
 hundred ^{and} twenty five dollars to
 him in hand paid the receipt where
 of is hereby acknowledged, The said
 A. Q. Woodson of the first part doth
 bargain, grant, sell ^{and} convey unto
 the said Samuel Jones $\frac{1}{2}$ of $\frac{1}{4}$ of a
 fifty acre tract of land sold by
 Daniel Luff in his life time to George
 Brittain ^{and} which was afterward
 sold under a decree of the Circuit
 Court of Lee County by A. L. Pridemore
 Commissioner ^{and} conveyed by him
 as Comr. to said A. Q. Woodson
 reference to which said deed
 for metes and bounds of said land
 to have ^{and} to hold the same to him
 the said Jones ^{and} his heirs forever.
 But the said Woodson only covenants
^{and} agrees to convey upon his part
 such title as is vested in him
 under the deed from the Comr.

aforsaid. Witness the following signatures and seals this the day and year aforsaid
 N. D. ^{this} Woodson Seal
 Lee County Court-Clerks Office the
 29th day of April 1872. The foregoing
 indenture of bargain and sale for land
 between N. D. Woodson of the one part and
 Samuel C. Jones of the other part was
 this day acknowledged before me
 by said Woodson to be his act and
 deed for the purposes therein mentioned
 and said deed being duly stamped is
 admitted to record.

Teste James W. Orr Clerk
 Also a Deed from Marshall Catrell
 and wife et als heirs of N. D. Woodson
 Deed. to Samuel C. Jones dated on the
 day of 18 which is in the word
 and figures following to wit:-
 This Deed made and entered into on this
 the 13th day of March 1879 between John
 Mealer and Jane Mealer his wife of Bull
 County Kentucky and Jefferson Purcifull
 and Mary Purcifull his wife William
 Woodson Jr. and Angeline Woodson his
 wife, Marshall Catrell and Eliza Catrell
 his wife of Claiborne County Tenn.
 of the one part and Samuel C. Jones

(47)
(21)
of Lee County Virginia of the other part
Witnesseth that for ^{and} in Consideration of the sum of Four hundred dollars the receipt of which is hereby acknowledged the said parties of the first part who are heirs of Andrew D. Woodson dec'd. have this day granted, bargained ^{and} sold and by this deed do hereby grant, bargain, sell ^{and} convey to the said Samuel C. Jones of the second part one half of $\frac{1}{4}$ of a fifty acre tract of land sold by Daniel Huffman in his lifetime to George Brittain, and which was afterwards sold under a decree of the Circuit Court of Lee County Virginia by A. L. Pridemore Commissioner ^{and} conveyed by him as ^{the said} Comr to A. D. Woodson and reference to said deed is hereby made for the metes ^{and} bounds of the said land, together with all the appurtenances to the same which the said Samuel C. Jones is to have and to hold forever ^{and} the said parties of the first part do hereby covenant to ^{and} with the said Samuel C. Jones that they will warrent generally the land hereby conveyed

against the claims of all persons whatever. The said tract of land lies at Cumberland Gap Lee County Va. and is the tract part of which was conveyed by said Andrew D. Woodson to Samuel C. Jones by deed bearing date on the 29th day of April 1872 which is admitted to record in the County Court Clerk's office of Lee County Virginia. This Deed being a relinquishment of all claims of the parties of the first part to the said fifty acre tract of land to the said Samuel C. Jones of the second part. Witness the following signatures and seals.

John Mealer,	Seal
E. J. Mealer,	Seal
Jefferson Pursifull,	Seal
Mary Pursifull,	Seal
William Woodson,	Seal
Angeline Woodson,	Seal
Marsha Cottrell	Seal
Eliza Cottrell	Seal

State of Virginia.

County of Claiborne, to wit:

We the undersigned T. H. Hamilton and J. C. Wiley, two Justices of the peace in and for Claiborne County

(23)

Tennessee, do hereby certify that John
Mealer, Jefferson Pursifull, William
Woodson and Marshall Cottrell whose names
are signed to the foregoing deed to Saml
B. Jones, dated on March 13th 1879, person-
ally appeared before us in our County
aforesaid and acknowledged the same
to be their act and deed and desired us
to certify that said acknowledgement
to the Clerk of the County Court of
Lee County Virginia in order that the
said deed might be recorded in
said Court Clerk's office. Given under
our hands and seals, on this the 21st day
of March 1879. T. A. Hamilton, J. P. Seal
J. C. Wiley, J. P. Seal

Justices of the Peace in Claiborne Co. Tenn

State of Tennessee

County of Claiborne To wit:

We the undersigned, T. A. Hamilton
and J. C. Wiley two Justices of the Peace in
and for Claiborne County Tennessee do hereby
certify that Jane Pursifull, Angeline Wood-
son the wife of William Woodson the
wife of William Woodson Jr. and Eliza
Cottrell the wife of Marshall Cottrell
all of whom are parties to the above
and foregoing deed of conveyance to

Samuel C. Jones, bearing date on the 13th day of March 1879, personally appeared before ~~xxx~~ in Claiborne County Tennessee, ~~we~~ being both present together at the same time, ~~and~~ they the said Jane Mealer, Mary Pearciful & Angeline Woodson ~~and~~ Eliza Cottrell ~~and~~ each of them being examined by us privily and seprate ~~and~~ apart from their said husbands relative to the foregoing deed of conveyance ~~and~~ having the same read ~~and~~ fully explained to them in the absence of their said husbands, they ~~and~~ each of them acknowledged that they had willingly executed the same ~~and~~ do not wish to retract it, ~~and~~ desired us to certify the same for record to the clerk of the County Court of Lee County Virginia. Given under our hands and seals, this the 21st day of March 1879.

J. A. Hamilton J. P. Seal

J. B. Wiley J. O. Seal

Justices of the Peace Claiborne
County Tennessee,

Virginia Lee County Court Clerk's
Office April 18th 1879. The foregoing

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And from John Mealer and Jane his wife
Jeff Purciful and Mary his wife William
Broodson and Angelina his wife Marshall
Bottrell and Eliza his wife of the one
part to Samuel C. Jones of the other
part, was this day admitted to record
upon the certificate of T. A. Kazzinton
and J. C. Wiley two Justices of the Peace
in and for Claiborne County Tennessee.

Teste James W. Orr Clerk.

Also the Will of Samuel C. Jones dated
on the day of 1888 and in the
words and figures following to wit:-

Will of Samuel C. Jones Read
Now all men by these presents,
that I Samuel C. Jones of the County
of Cocke and State of Tennessee being
in ill health but of sound mind and
memory do make and publish this
my last will and testament, hereby
revoking all others by me at any
time heretofore made. And as to my
worldly estate and all the property
real and personal and mixed of which
I shall die seized and possessed or to
which I shall be entitled at the
time of my decease, I devise, bequeath
and Dispose thereof in the manner follow

ing, to wit: First my will is that all my just debts and funeral expences shall be paid out of notes and money that may be on hands I give devise and bequeath to my beloved wife Eliza Jones, all my household furniture and all the money and notes, I also give to her the improvements and income of my dwelling house, lot and its appurtenances situated in Newport Tenn. also my land at Cumberland Gap it being the land I used to live on, also the land in Harlan and Bell Counties Kentucky that I own in my own name for her use and benefit during her natural life and upon her death, said Cumberland Gap and Bell and Harlan County property is to go or be equally divided between R. H. Jones, G. H. Jones, C. J. Jones and Jenny Jones they being children of my last wife. If I have any interest legal or otherwise to the property on Yellow Creek Bell County Kentucky known as the Wilson or Wilson and Jones property. I give whatever interest I may have to John M. Jones, W. R. Jones, C. D. Jones, S. C. Jones Jr. being

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Mollie J. James, Wannie C. Allen ^{and}
W. J. Cormack, all to share ^{and} share
alike. The house and lot in Newport
Tennessee together with all its appur-
tenances improvements &c. I give to
my daughter Jenny Jones at her
mother's death, all the rest of residue
of my estate real ^{and} personal I divide
equal among all my children, it being
my intention not to die intestate as
to any of my property but devise all
I have under this will, I appoint
my wife sole executrix of this my
will ^{and} no bond will be required of
her.

Samuel C. Jones.

Signed Sealed and published in
our presence ^{and} we have subscribed
our names hereto in the presence
of the testator. This 18 day of May
1888.

L. W. Hooper

J. P. Robinson

State of Tennessee } County Court August
Hocke County } Term 1888

L. W. Hooper the custodian this day
filed in the clerk's office a certain
paper, writing purporting to be the
last will ^{and} testament of Samuel C.

Jones dec'd. Thereupon L. W. Hooper and
 J. P. Robinson, subscribing witnesses to
 said Last Will and Testament being
 duly sworn in open Court depose
 and say they were present and saw
 the testator Samuel C. Jones sign his
 name to the said will on the day it
 bears date, and he acknowledged the
 same in their presence to be his free
 act and deed upon the day it bears
 date for all the uses and purposes
 therein expressed and that said testator
 was of sound mind and disposing mem-
 -ory at the time he executed the same
 in the presence of the Testator and in
 the presence of each other. The Court
 being satisfied that said will has been
 properly proven it is ordered by the
 Court that said will be admitted
 to probate and the Clerk of the Court
 record the same in Will Book of
 Cocke County and issue a copy
 of same to copy of executrix.

J. T. Jones

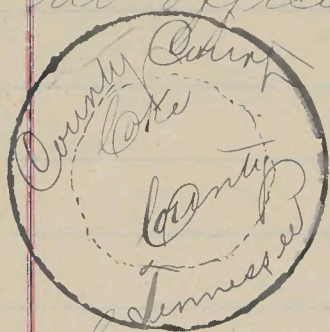
County Court Clerk

State of Tennessee
 Cocke County

I John T. Jones Clerk of

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the County Court of said County do hereby certify that the foregoing is a true and correct copy of the last Will and Testament of Samuel O. Jones together with the probate thereof as appears from the records in my office. Witness my hand and seal at office this December 20th 1889.



John T. Jones
County Court Clerk

Cocke

State of Tennessee } I, James W. Robinson,
County } Chairman of the County
Court of said County, do hereby certify
that John T. Jones who hath given
the proceeding Certificate, is Clerk of the
said Court, and that his attestation
is in due form. Given under my hand
this 10th day of Jan'y, 1890,

J. W. Robinson
Chairman County
Court Tennessee.

Virginia At a county Court contin-
ued and held for Lee County at
the Court house thereof on Wednesday
Feb 5th 1890. An authenticated copy of
a paper purporting to be the last will

and testament of Samuel C. Jones which appears to have been probated in the County Court of Cocke County State of Tennessee together with the Certificate of probate of said will in said Court was this day produced in Court, and said copy being seen ^{and} inspected by the Court and it appearing from said copy that the will was proved in said County Tennessee to have been executed as to be valid as a will of lands in this State by the thereof said copy of said will is admitted to probate as a will of real and personal estate in the State of Virginia and said copy is ordered to be recorded in Will Book of Lee County.

A Copy Test John R. Gibson ^{Secy}
 Also a Deed from Eliza Jones ^{and} others to A. A. Arthur Trustee dated on the day of 1889 which in the words ^{and} figures following to wit:
 This Indenture made this 17th day of April A.D. 1889 between Eliza Jones, Jennie Jones, Robert H. Jones and wife Gussie Jones ^{and} Charles J. Jones of Cocke County Tennessee, of the first

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part, and H. A. Arthur Trustee &c of Knoxville Tenn of the other part.

Witnesseth, That the said parties of the first part, for and in Consideration of the sum of one hundred dollars per acre quantity to be ascertained by actual survey on which Fourteen Hundred and twelve dollars is in hand paid by the said party of the second part, the receipt of which is hereby acknowledged and balance at rate of one hundred dollars per acre is to be paid on 15th Nov-1889 or so soon thereafter as quantity is ascertained by survey and title cleared, and for the amount unpaid a lien is retained on the lands herein conveyed to bear interest from

April 27th 1889 have sold and conveyed and do hereby grant, bargain, sell and convey unto the said party of the second part, the following described premises, situate in the County of Lee State of Virginia to wit: - At west, South and East of Cumberland Gap, being the land granted for the Commonwealth of Virginia on the 21st day of February 1811 to Robert Beatty and David Chadwell and bounded as follows to wit: Beginning on a

stake which stands $S 75^{\circ} \frac{1}{2} W 3^{\circ} \frac{52}{100}$ poles
 from the rock monument at Cum-
 berland Gap pointer to the Virginia ^{and}
 Kentucky corner thence $N 45^{\circ} W 3$ poles
 to a stake on the south side of the
 road in Cumberland Gap thence
 with the Virginia ^{and} Kentucky State
 line $N 71^{\circ} \frac{1}{4} E 6^{\circ} \frac{7}{100}$ poles $N 25^{\circ} E 11^{\circ} \frac{7}{100}$ poles
 to a rock set in the ground thence
 Continuing with the State line $N 47^{\circ}$
 $E 16^{\circ} \frac{68}{100}$ poles $S 86^{\circ} \frac{1}{4} E 11^{\circ} \frac{61}{100}$ poles $S 78^{\circ} E 6^{\circ} \frac{52}{100}$
 poles thence $N 88^{\circ} \frac{1}{2} E$ crossing a large
 flat rock called for in the ^{and} Peaty
 Chadwell grant at 3 poles in all
 $7^{\circ} \frac{1}{100}$ poles thence $S 87^{\circ} \frac{1}{2} E 5^{\circ} \frac{7}{100}$ p. to a
 stake at the foot of the bluff East of
 Cumberland Gap, thence leaving the
 State line $S 76^{\circ} \frac{1}{2} E 160$ poles to a stake
 thence $S 88^{\circ} W 85^{\circ} \frac{7}{100}$ poles to a stake
 above the head of the Gap Creek Spring
 thence $N 86^{\circ} \frac{1}{2} W 28$ poles to a stake thence
~~S 19~~ $W 28$ p. to a stake thence to the
 Northboundary of the Rivine now
 Arthur lands thence with the same
 $S 88^{\circ} \frac{1}{2} W 40^{\circ} \frac{72}{100}$ poles crossing at Cum-
 berland Gap Road to a rock set in
 the ground thence $S 2^{\circ} W 23^{\circ} \frac{63}{100}$ p. to
 the Tennessee State line thence with

said state line N 88 W 65 $\frac{38}{100}$ p. to a stake on top of Cumberland Mountain the Virginia ^{and} Kentucky corner, also a corner of the lands of Alex. A. Arthur thence with the top of Cumberland Mountain and the line between Kentucky ^{and} Virginia the following courses N 9 $\frac{1}{2}$ E 7 $\frac{8}{100}$ poles N 28 E 5 $\frac{72}{100}$ p. N 16 $\frac{1}{2}$ E 7 $\frac{44}{100}$ poles N 6 E 4 $\frac{7}{100}$ p. N 3 E 6 $\frac{26}{100}$ p. N 2 E 3 $\frac{6}{100}$ p. N 68 $\frac{1}{2}$ E 8 $\frac{38}{100}$ p N 11 $\frac{1}{2}$ E 12 $\frac{7}{100}$ p N 2 $\frac{1}{2}$ E 8 $\frac{24}{100}$ p. N 21 E 9 $\frac{17}{100}$ p thence S 47 E 3 p to the place of Beginning containing 56 $\frac{9}{100}$ Acres.

The foregoing land being owned by the late Samuel C. Jones in his lifetime ^{and} devised by him to his widow Eliza Jones for and during his natural life ^{and} at her death to said Robert Jones Jennie Jones and Charles Jones and also George Jones. The said Eliza Jones conveys her life interest in said land and said Robert Jennie ^{and} Charles Jones each convey an undivided one fourth interest therein. The consideration of one hundred dollars per acre is for the entire tract as though George Jones were conveying his interest therein, the value of one undivided fourth

interest to be deducted from the consideration herein expressed, with all hereditaments, rights, reversions ^{and} appurtenances thereto belonging, or in anywise appertaining, hereby releasing all claim to Homestead ^{and} Dower therein. To have ^{and} to hold the said lands and premises to the said party of the second part, his heirs and assigns forever, And the said parties of the first part for themselves and for their heirs, executors ^{and} administrators, do hereby covenant with the said party of the second party ^{and} his heirs ^{and} assigns that they are lawfully seized in fee simple of the premises above conveyed ^{and} have full power, authority ^{and} right to convey the same, that said premises are free from all incumbrances and that they will forever warrent ^{and} defend the said premises and the title thereto against the lawful claims of all persons whomsoever. In witness whereof the said parties of the first part, have hereunto set their hands ^{and} seals the day and year first above written.

Signed, Sealed ^{and} Delivered

in presence of

W. W. Gibb

W. C. Anderson

J. F. Campbell

her ^{self} Elizabeth Jones Seal

Jessie Jones Seal

Chas. J. Jones Seal

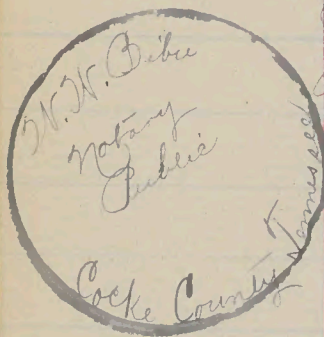
Robert L. Jones

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Gussie Jones (wid)
State of Tennessee }
County of Cocke }

J. W. W. Bibb Notary

Public of Cocke County Tenn. do certify
that on the 29th day of April A. D.
1889, this instrument are deed of writ-
ing from Eliza Jones, Jennie Jones,
Robt. H. Jones and wife Gussie Jones and
Charles J. Jones was produced in my
county to me by the parties to me
Notary Public which was acknowl-
ged by Eliza Jones, Jennie Jones, Chas
J. Jones and Gussie Jones wife of Robt.
H. Jones) to be their act and deed, and
the contents and effects of the deed
being explained to the said Gussie
Jones seperately and apart from her
said husband, she thereupon declared
that she did freely and voluntarily
executed and deliver the same to be
her act and deed and consented that
the same might be recorded. Given
under my hand and official seal
this 26th April 1889.



W. W. Bibb Notary Public

State of Tennessee }

County of Claiborne }

J. C. H. Rogers Notary

Public in and for the County and State aforesaid
do certify that Robert H. Jones whose name
is signed to the writing above, bearing date
on the 27th day of April 1889 has acknowledged
the same before me in my county aforesaid
to be his act and deed. Given under my hand
and seal of office in Tazewell Tenn. on the
2nd day of May A. D. 1889.

C. H. Rogers N.G.

for Claiborne Co. Tenn.

Virginia Lee County Court Clerk
office July 9th 1889. The foregoing deed
bearing date April 27th 1889 between
Eliza Jones et als of Cocke County
Tennessee of the one part and A. A.
Arthur Trustee &c of Knoxville Tenn
of the other part was this day filed
in this office and admitted to record upon
the foregoing certificates.

Teste John R. Gibson Clerk

Also a Deed from G. H. Jones and
wife to A. A. Arthur Trustee dated on
on the day of 18 which is in
the words and figures following to
wit: This Indenture made this 18th
day of December A. D. eighteen hundred
and eighty nine between G. H. Jones and
Mossie A. Jones his wife of Claiborne

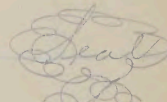
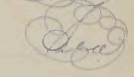
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County Tennessee, parties of the first part, and, Mr. A. Arthur of Middleborough, State of Kentucky, party of the second part, Witnesseth, That the said parties of the first part for and in consideration of the sum of Twenty five hundred dollars in hand paid the receipt whereof is hereby acknowledged have granted, bargained, sold ^{and} conveyed and do hereby grant, bargain, sell ^{and} convey unto the said party of the second part, all their right, title, interest, claim and demand of whatsoever kind, in and to described premises to wit: First: all that certain tract of land situate in Lee County State of Virginia and granted by the State of Virginia to Robert Peaty ^{and} David Chadwell on warrant number 15045 issued December 24th 1872 dated the 21st day of February 1811 bounded ^{and} described as follows: Beginning at a pawpaw ^{and} dogwood above the Cave Spring corner to Col. William Robinson Gap Tract thence with a line there west 28 poles to two post oaks and a small elm on the side of Cumberland Mountain thence 16 and 1-2 degrees West 28 poles to a stake about 30 yards

east of the Martin ^{and} Beatty and where the line of the John Jones 1155 ac tract crosses said Robinsons line; thence with Beatty line South 84 degrees West 37 poles to a pine and black oak stump on the south side of the Gap branch thence South 80 degrees E 24 poles to the line (sic) between a black oak ^{and} poplar and the new State line; thence with said line West 72 poles to the Kentucky line on top of Cumberland Mountain thence with said line northwardly along the top of said mountain 137 poles to a small chestnut on the flat of the bluff 82 rods above a large flat rock; thence S 80 E 160 poles to a stake thence South 68 1/2 W 126 poles to the Beginning Second: All that certain tract of land granted by the State of Kentucky to William King ^{and} Martin Beatty, by grant Number 9100, dated 4th day of January 1811 lying on Cumberland Mountain bounded ^{and} described as follows Beginning at a chestnut oak ^{and} beech in the Gap of Cumberland Mountain thence N 40 degrees East along the top of said mountain 45 poles to a chestnut thence N 30 degrees W 90 poles to three Black Jacks thence S 40 degrees W crossing

the State Road at 80 poles in all 90 poles
 to a spanish oak, thence South 50 East
 90 poles to two hickories on top of said
 mountain thence N 40 E 5 poles along
 the top of the same to the Beginning
 also all our interest in what is known
 as the G. G. Bottrell land adjoining or
 near the lands herein described And inher-
 ited by said George H. Jones as an heir
 of P. C. Jones deceased for a more
 particular description of which lands
 the patents recited And referred to And made
 part thereof. Together with all rights, privi-
 leges, reversions and appurtenances there-
 unto belonging or in anywise appur-
 taining hereby releasing all claim to
 Homestead and Dower therein, To
 have and to hold the said premises
 to the said party of the second part,
 heirs and assigns forever. And the said
 parties of the first part for themselves
 and their heirs executors And adminis-
 trators do hereby covenant with the
 said party of the second part, his
 heirs And assigns that they are law-
 fully seized in fee simple of the prem-
 ises above conveyed And have full power
 authority And right to convey the same

and that the said premises are free from all encumbrances that they will give such other ^{and} further assurances of title as may be deemed necessary by the party of the second part, ^{and} that they will forever warrant and defend the said premises and the title thereto, to the extent of their interest herein conveyed against the lawful claims of all persons whomsoever. In witness whereof the parties of the first part have hereunto set their hands ^{and} seals the day and year first above written.

George L. Jones 
 Mossie K. Jones 

State of Kentucky } to wit:-
 County of Bell }

I, J. Lewis Patton a Notary Public in ^{and} for said County ^{and} State, do certify that George L. Jones ^{and} Mossie K. Jones whose names are signed to the writing above bearing date on the 10th day of December have acknowledged the same before me in my County aforesaid. And the contents ^{and} effects of the instrument being by me explained to said Mossie K. Jones, wife of Geo. L. Jones separately and apart from

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her said husband she thereupon
declared that she freely voluntarily ^{and}
understandingly execute ^{and} deliver the
same without compulsion or restraint
from her said husband and that she
did not wish to retract the same.

Witness my hand ^{and} official seal at
office in Middleborough Kentucky
this 10th day of December A. D. 1889.

J. Lewis Patton Notary
Public for Bell County

State of Kentucky }
County of Bell } fct.

I J. F. Slusher Clerk of
the County Court for said County do
certify that the within and foregoing
instrument of writing from Geo. H. Jones
^{and} Massie H. Jones his wife to Alex. H.
Arthur Trustee was this day produced
to me in my said County by the parties
^{and} then and there acknowledged by Geo.
H. Jones ^{and} Massie H. Jones his wife to
be their act ^{and} deed. And the contents
^{and} effects of the instrument being by
me explained to ^{said} Massie H. Jones, separately
^{and} apart from her said husband, she there-
upon declared that she did freely, volun-
tarily ^{and} understandingly execute ^{and}

and deliver the same to be her act and deed,
and consented that the same might be
recorded. Given under my hand at Middle-
borough this 10th day of December A.D. 1889.

J. F. Leusscher Clerk
by J. F. Weil D. C.

State of Virginia, County of Lee, to-wit:-

In the office of the Clerk for
the said County the 27th day of Decem-
ber 1889. this deed was presented and
with the Certificates annexed admitted
to record 7 O'Clock P. M.

Teste John R. Gibson Clerk

James W. Orr Seal

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A. A. Arthur Trustee.

G. G. Bottrell or al

Be it remembered upon the trial of this Cause the Defrs. to maintain the issue upon their part introduced a Patent from the Commonwealth of Virginia to Nathan Fields dated Jan'y 27th 1796, and in the words and figures. to wit: —

Robert Brooke Esquire Governor
of the Commonwealth of Virginia

To all to whom these Presents
Shall Come Greeting:

Know Ye. That in conformity with a Survey made on the 20th day of March One thousand Seven hundred and 95 by virtue of Land office Treasury Warrant No 1129 issued the 30th day of January 1795 there is granted by the said Commonwealth unto Nathan Fields a certain tract or Parcel of Land, containing Seven

thousand and eighty (7080) acres
 lying and being in the coun-
 ty of Lee and is bounded
 as follows to wit:—Beginning
 at a poplar and black oak near
 the Kentucky road opposite
 Richard Davis's on yellow creek
 and running thence at $67^{\circ} 28'$
 poles crossing said road to a
 bunch chestnut oak and dogwood
 by a small branch thence at $85^{\circ} 2'$
 to 100 poles crossing a branch at 100
 poles to two black oaks and a hickory
 in a gap $822^{\circ} 6'$ 74 poles to two white
 oaks hickory sapling on a line of
 other landmarks $885^{\circ} 6'$ 266 poles
 crossing a large spring branch at
 100 poles and a branch at 200 poles
 to a large poplar and black oak
 by a small branch at $20^{\circ} 6'$ 124 poles
 to a black oak and Dogwood in
 a broken valley at $58^{\circ} 6'$ 380 poles cross-
 ing a branch at 74 poles and a
 branch at 400 poles to two white
 oaks and a pine at $69^{\circ} 6'$ 386 poles
 a branch at 152 poles and a large
 branch at 192 poles and a branch
 at 288 poles to a poplar in the

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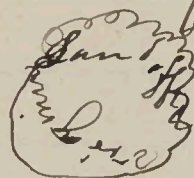
edge of a valley N 50° E 372 poles crossing a branch at 98 poles and a branch at 240 poles, and a branch at 292 poles to a chestnut red oak and black oak on a spur N 65° E 560 poles, crossing a branch at 294 poles and a branch at 400 poles and a branch at 490 poles passing a bank of Iron ore at 520 poles to a chestnut and poplar near a creek N 50° E 316 poles crossing a creek at 70 poles to a red oak and two chestnut oaks on a spur N 70° E 656 poles crossing a branch at 234 poles and a branch at 280 poles and a branch at 360 poles and a branch at 420 poles and a branch at 570 poles to two black oaks two white oaks and a small Dogwood N 23° W. 548 poles crossing Martins Creek at 340 poles to three chestnuts thence S 55° E W 3432 to the Beginning with its appurtenances, To have and to hold the said Tract or Parcel of Land, with its appurtenances, to the said Nathan Fields and his heirs forever.

In Witness Whereof. The said

Robert Brooke Esquire Governor of the Commonwealth of Virginia, hath hereunto set his hand and caused the Lesser Seal of the said Commonwealth to be affixed, at Richmond, on the 27th day of January in the Year of our Lord, one thousand seven hundred and 96 and of the Commonwealth the 20th.

Robert Brooke
Land office Richmond Virginia.
The foregoing is a true Copy from the records,

Witness my hand and seal of office this 13th day of May 1887



J. A. Wingfield Reg.
Land office.

He then introduced an order of the Circuit Superior Court of law and Chancery, in the words and figures following to wit: Virginia = At a circuit superior court of law and Chancery continued and held for Lee County at the Court house thereof on Thursday the 14th day of September 1837.

Blairborne Anderson is appointed Commissioner of delinquent and forfeited lands for this; — and thereupon the said Blairborne Anderson took the oath in open court required by law, and with Stephen Jones and Robert W. Wyom. — his securities, entered into and acknowledged in open Court a bond in the penalty of one thousand dollars payable to the Governor of the Commonwealth Conditioned as the law directs.

They then introduced the deed of Blairborne Anderson Comr. &c. to John M. Beaty and Robert M. Ely in the words and figures following to wit: —

This Indenture, made the 17th day of August 1842 between Blairborne Anderson Comr. of delinquent and forfeited lands for Lee County Virginia, of the one part and John M. Beaty and Robert M. Ely of the County and State aforesaid of the other part, Witnesseth, that whereas a certain tract or parcel of land

or so much thereof lies in Lee county
 Virginia, situated on the Cumberland
 Mountain, thirty five miles West of
 Lee Court House and charged upon
 the land book of said county
 in the name of Nathan Fields
 the owner thereof which tract
 entire contains 7080 has been re-
 turned Delinquent by law. In the
 name of Nathan Fields for the ar-
 rearages of taxes due thereon up
 to the year 1840, And whereas the
 said Commissioners having been duly
 and legally appointed for that purpose
 by order of the circuit superior
 court of law and Chancery of
 Lee County, made his report
 to said court pursuant to law
 in which the portion of said tract of
 land lying in Virginia was repor-
 ted delinquent and forfeited in
 the name of Nathan Fields for
 the non payment of the said taxes due
 thereon up to the year 1840, aforesaid,
 And whereas the said court
 pursuant to the Act of Assembly
 entitled an act to amend and explain
 the laws concerning western

land titles and for other purposes" passed March 3^d 1837. did on the 11th day of April 1840, render a decree requiring the said Commissioner to make sale of the said part of the said tract of land with others) pursuant to the terms of said decree and pursuant to law, And whereas the said Comr, in obedience to said decree after having duly advertised the said portion of said tract of land pursuant to law, And the said taxes and damages charged thereon not having been paid on or before the day of Sale fixed upon in said advertisement according to the terms of said decree and according to law, did on the 15th day of June 1840 being the first day of the June Court offer the said portion of said tract of land for sale at Public Auction at the front door of the Court house of said County to the highest bidder pursuant to the terms of said decree, to satisfy the taxes and damages aforesaid, And the said portion of said tract of land being

Pursuant to
said decree

offered for sale as aforesaid, by
 the said Commissioner pursuant to
 said decree and pursuant to law.
 And the said John M. Beatty and Robert
 M. Ely having offered to pay the sum
 of one dollar and fifty cents for
 the said portion of said tract of land
 and being the highest bidder
 therefor the same was knocked
 off to them through John M.
 Beatty who bid for them at the
 price of one dollar and fifty cents
 aforesaid which has been fully
 paid, Now this Indenture further
 Witnesseth, that the said Claiborne
 Anderson Commissioner as
 aforesaid, for and in considera-
 tion of the sum of one dollar
 and fifty cents, to the said Ander-
 son in hand paid by the John M.
 Beatty and Robert M. Ely the re-
 ceipt of which is hereby ac-
 knowledged, hath bargained
 sold and conveyed and by these
 presents doth bargain sell and
 convey unto the said John M. Bea-
 ty and Robert M. Ely and their

heirs forever, The said portion of
 said tract of land lying Virgin-
 ia as aforesaid, with all and
 singular the appurtenances there-
 unto belonging and the said blai-
 bourn Anderson Commissioner
 as aforesaid by virtue of the
 authority invested in him by
 the said decree and by law. doth
 hereby convey assign and transfer
 to the said John M. Beatty and
 Robert M. Ely and their heirs
 all the estate right title interest
 and claim to the said portion of the
 said tract a parcel of land aforesaid
 with the appurtenances aforesaid
 which he is authorized to convey
 under said decree and which
 was vested in the said Catharine
 Fields to have and to hold, unto
 the said John M. Beatty and Robt M.
 Ely and their heirs forever, In
 witness whereof the said blai-
 bourn Anderson hath hereto
 set his hand and affixed his seal
 the day year first above writ-
 ten

Blainbourn Anderson Comr. *Blainbourn*

Lee County Court Clerk's office
 The 3rd day of January 1843, This
 Indenture of bargain and
 sale for land between Claiborne
 and Anderson Commissioners of
 Delinquent and forfeited lands
 for Lee County of the one part
 and John M. Beaty and Robert
 M. Ely of the other part was
 acknowledged before me and
 admitted to record.

J. W. S. Morrison Clk.
 Copy of Record
 Test John R. Gibson Clk.

They then introduced a deed of
 John M. Beaty & wife T. Brittain
 to John F. Tyler which is in
 the words and figures fol-
 lowing to wit:

This Deed made this 4th day of
 December in the year 1868
 between John M. Beaty and Sarah
 G. his wife of Lee County in the
 State of Virginia and Brittain
 Poter and Francis B. Poter of
 Buchanan County in the State
 of Missouri parties of the

(5-3)

first part and John F. Tyler
of said County of Buchanan
in the State of Missouri the
party of the second part,
Witnesseth, that whereas the said
John M. Beatty and Britannia Poteet
of the parties of the first part
did in the lifetime of Henry C.
Tyler bargain and sell to the said
Henry C. Tyler the land hereinafter
mentioned and described
the purchase money for which
was fully paid to them by the
said Henry C. Tyler in his life-
time and no conveyance of the
legal title thereto was made
to him while he lived and he
afterwards leaving the said John
F. Tyler the said party of the
second part his only child and
heir, now therefore in consid-
eration of the promises in
further consideration of the
sum of one dollar to them
now in hand paid by the
said John F. Tyler the receipt
whereof is hereby acknowledged
the said parties of the first part

do hereby grant bargain sell and convey to the said John F. Tyler the said party of the second part the following tracts and parts of tracts of land lying and being in Blairborne county in the State of Tennessee in Lee County in the State of Virginia, and in Knox county (now Josh Bell) county the State of Kentucky, being the same lands which were conveyed by Martin Beatty and William Beatty to the said Beatty and Poiser by deed bearing date on the 26th day of June 1841, and duly recorded in the office of the clerk of the said county court of the said county of Lee that is to say a part of a tract of eleven hundred and fifty five acres Patented in the name of John Jones by Patent bearing date on the second day of August 1796, lying and being in the said County of Blairborne and Lee and bounded as follows, Beginning at a large and small gum trees on Watkins line on the bank

of Gap Creek a corner of Ar-
 thur Campbells lands thence
 W. 60 poles to a large white oak
 above the head of a spring
 N 8 E 152 poles to a large poplar
 on the side of the mountain
 called Cumberland Mountain,
 thence 35° E 230 poles to a black
 Black oak and poplar at a
 large rock, on the side of the
 Mountain thence N 8 W 80 poles
 to a fine and Black oak (now
 down) near the old Kentucky
 Road, thence N 84° E 500 poles
 to a pine, thence N 60 E 70 two
 beech trees, one on each side
 of the big road leading from
 the Gap to Jonesville near the
 west edge of a branch, thence
 with said road to where the
 dividing between the said 1155
 acres tract and the 3000 acre tract
 crosses said road, thence with the
 said dividing line to the Begin
ning also so much of the Robin-
 son tract as lies outside of the
 said 1155 acre survey, supposed
 to contain three acres more or less

also one undivided half of one hundred acres of land lying in Cumberland Gap adjoining the said 1153 acres on the west side patented in the name of Robert Beatty and David Lehadwell Sr., also one undivided half of a fifty acre tract held in partnership with Isaac Dickinson including a stone coal bank patented in the name of William Beatty and Thomas Jones lying on Little Yellow Creek, also another fifty acre tract lying on Little Yellow Creek patented in the name of William Beatty and Patent bearing date the 10th day of August 1837 including a stone coal bank for the courses and distances of which reference is made to the said patent; also one undivided half of another fifty acre tract patented in the name of William Beatty and Harrison Eddels lying and being in the said county of Knox and on Davis's land a fork of Yellow Creek the boundaries

(5-7)

of which are shown by the said patent to which reference is made; also one other entire tract of fifty acres lying^{ing} being in the said county of Knox patented in the name of William Beatty by patent bearing date on the 13th day of February 1826 situated on Davis's Branch a small fork of Little Yellow Creek below David Hagan's afterwards, Isaac Dickinson's place, reference being made for the boundaries thereof to the said patent, also of the said John M. Beatty's undivided interest in a large survey lying on the south side of Cumberland Mountain in the said county of Lee (the said interest being in some way only as lies in the said county of Lee known as the fields survey and conveyed to the said John M. Beatty and Robert M. Ely equally and jointly by Claiborne Anderson Commissioner of Delinquent and Forfeited lands by deed bearing date on the 17th day of August 1842. and duly recorded in the clerk's office

of the County Court of Lee county
 aforesaid for a more particular
 description thereof reference is
 made to the said deed, But there
 is excepted from conveyance by
 this deed so far only as it has
 effect as a conveyance of the said
 Pateer and his said wife of the
 title to said lands, so much of
 said lands as were sold by the
 said Pateer and Henry C. Tyler
 in his lifetime to William Hamil-
 ton, this deed being intended to con-
 vey to the said John F. Tyler the
 title to the said Hamilton only
 of the said John M. Beaty and
 wife, To have and to hold the
 said tracts of land together with
 the mill houses and all appurtenances
 thereto belonging to the ^{said} John F. Tyler
 and his heirs forever, and the said parties
 of the first part do hereby covenant
 that they will warrant generally so much
 of said lands as lies in the said counties
 of Lee and Blairborne and Josh Beat
 county in the state of Kentucky
 adjoining the said lands, and that
 they will warrant specially so much

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of said lands as lies as aforesaid on Little Yellow Creek and its branches in said State of Kentucky, except that the said John M. Beaty and his wife hereby covenant to warrant specially only their said undivided interest in the Fields survey, and the said Poteet and wife do not covenant to warrant at all as to the said Beaty and undivided interest in the Fields survey. Witness the following signatures and seals

Witness as to Beaty wife

Henry J. Morgan

Henry Tyler.

Witnesses as to Poteet & wife

Samuel J. Riley

John Williams

John M. Beaty seal

Sarah J. Beaty seal

Brittain Poteet seal

Frances B. Poteet seal

Lee County, ~~Robert's~~ office, the 4th day of December 1868 This Indenture of bargain and sales for land between John M. Beaty and Sarah J. Beaty, his wife and Brittain Poteet and Frances B. Poteet his wife, of the first part and John H. Tyler of the second part, was this day acknowledged before me by the said John M. Beaty to be his act and deed

and Sarah Beaty wife of the said John M. Beaty being examined by me privily and apart from her husband and having the deed aforesaid fully explained to her, she also acknowledged that she had willingly signed and executed the same and did not wish to retract it. Given under my hand as Clerk of the County Court of Lee County this 4th day of December 1868

Henry J. Morgan Clerk
 State of Missouri
 County of Buchanan }

Be it remembered that on this 23rd day of January A. D. 1869, before me a Notary Public duly commissioned and qualified residing in the city of St Joseph in the county aforesaid personally appeared Brittain and Frances B. Poteet who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as parties thereto and they acknowledged the same to be their act and deed for the uses and purposes therein mentioned, and the said Frances B. Poteet being

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by me first made acquainted
with the contents of the foregoing
deed on an examination separate and
apart from her said husband ac-
knowledgeed that she had execu-
ted the same and ~~believe~~ wished her
Dower in the real estate therein
mentioned freely and voluntarily
and without any undue influence
of her said husband, In witness
whereof I have hereunto set my
hand and official seal the day and
year last above written

John Williams
Notary Public

John Williams
Notary
Public
St Joseph.
Buchanan

State of Missouri }
County of Buchanan }

Be it remembered that
Borlaim Poteet and Francis B. Poteet
his wife whose are personally
known to ~~the~~ the undersigned
Clerk of the Circuit Court, within
and for said County said County
to be the persons whose names
are signed to the foregoing

deed, as parties thereto, this day, appeared before me and acknowledged that they executed and delivered the same as their voluntary act and deed for the uses and purposes therein contained and the said Frances B. Poteet being by me made acquainted with the contents of said Deed acknowledged on an examination apart from her said husband that she executed the same and without compulsion or undue influence of her said husband, given under my hand and seal of said court this 23rd day of January 1869.

Frank B. Hopkins Clerk

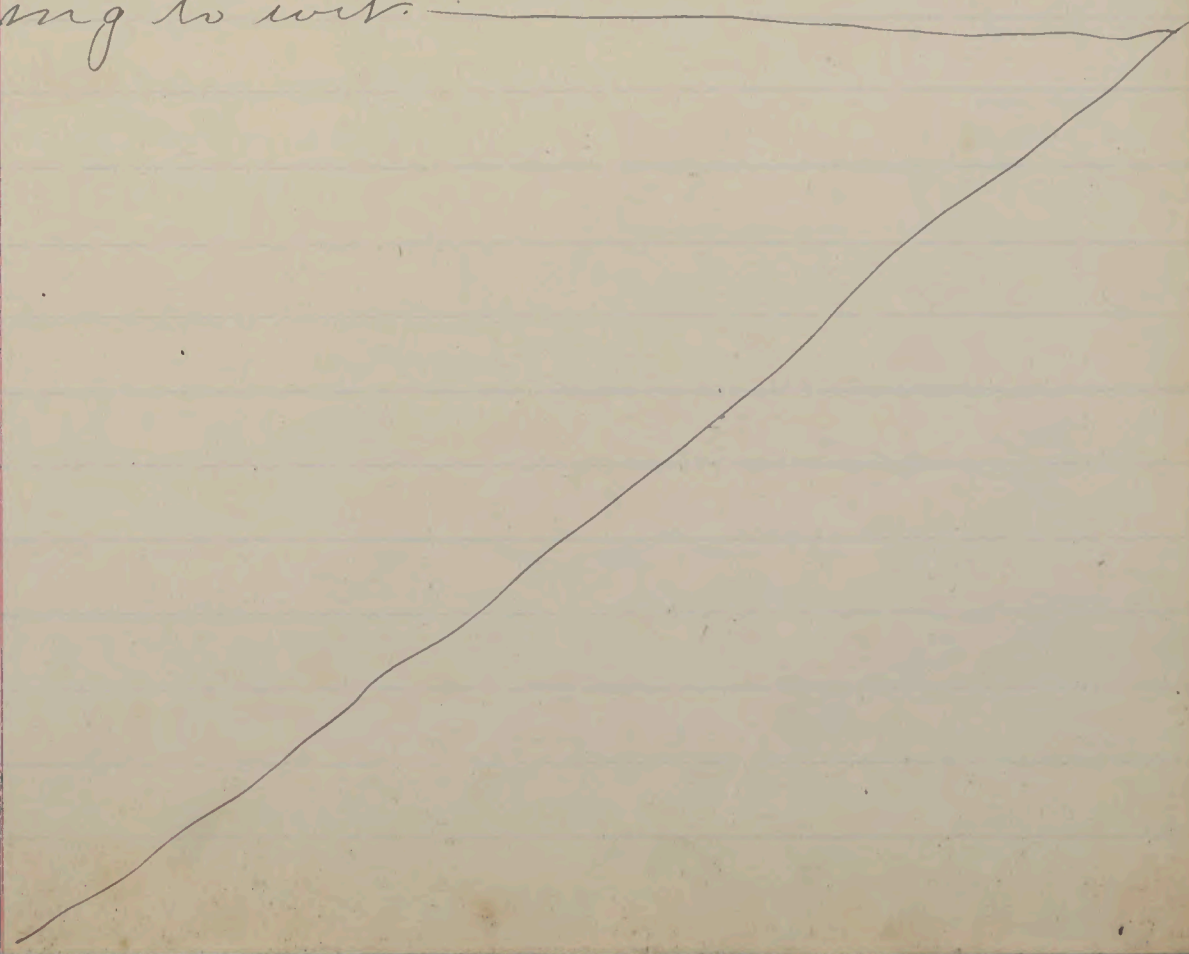
By E. Stooler Depy Clerk.

Lee County Court Clerk's office
the 1st day of Sept 1869. This Indenture of bargain and sale for land between John M. Beatty and Sarah J. Beatty his wife, and Brittain Poteet and Frances B. Poteet his wife of the first part and John F. Tyler of the second part, being duly stamped, is

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admitted to record upon the certificates of John Williams Notary Public duly commissioned and qualified residing in the City of St Joseph in the county of Buchanan, and state of Missouri and the Clerk of the Circuit Court within and for the county of Buchanan and State aforesaid to the said Britten Potter and Frances B. his wife
John B. West D. Clerk.

They then introduced the deed of John F. Tyler & wife to John G. Newlee. which is in the words and figures following to wit:—



John This Indenture made
 and entered into this seventh day
 of June Anno Domini 1871 between
 John F. Tyler & Jane C. Tyler his
 wife of the county of Buchanan &
 State of Missouri parties of the
 first part and John B. Newell
 of the county of Claiborne and
 State of Tennessee party of the
 second part Witnesseth, that the
 parties of the first part for and
 in consideration of the sum
 Five Thousand dollars to them in
 hand paid by the said party of
 the second part the receipt whereof
 is hereby acknowledged have
 this day granted bargained
 and sold and by these presents
 do grant bargain sell & convey
 unto the said party of the second part
 the following tracts parts of tracts
 of land lying and being in the county
 of Claiborne and State of Tennessee
 in the county of Lee State of Virginia
 & in the county of Josh Bell in the
 State of Kentucky and being the
 same land then were conveyed
 by Martin Beatty & William Beatty to

Beatty & Potrett by deed bearing
 date the 26th day of June 1841.
 and duly recorded in the office
 of the clerk of the county court
 of the said county of Lee, that
 is to say, a part of a tract of
 eleven hundred & fifty five acres
 patented in the name of John
 Jones by patent bearing date
 2nd of August 1796, & lying and
 being in the said county of Lee
 and Claiborne and bounded as
 follows to wit, Beginning at a
 large and small gum trees
 on Walker's line on the bank
 of Sap Creek a corner of Arthur
 Campbell's land thence west
 sixty poles to a large white oak
 above the head of a spring,
 thence North 8° East 150 poles
 to a large poplar on the side
 of the mountain called Cum
 berland Mountain, the North
 35° East 220 poles to a black oak
 and poplar at a large rock
 on the sides of the mountain.
 the North 8° West 80 poles to
 a fine and black oak (now
 down)

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near the old Kentucky road
Thence north 84° East 300 furlongs
to a pine, thence north 65° East
to two beech trees, one on each
side of the big road leading
from the Gap to Jonesville near
the West side of a branch, thence
with said road where the dividing
line between the said 1155 acre
Tracts & the 3000 acre tract crosses
said road, thence with said
dividing line to the place of begin-
ning.

Also so much of the Robinson tract
as lies outside of the said 1155 acre
tract and supposed to be three
acres more or less.

Also the one undivided half of
one hundred acres of land in
Bumbarland Gap adjoining the 1155
acre tract on the west side, and
patented in the name of Robert
Beatty and David Chadwell. sr

Also the undivided half of a fifty
acre tract held in partnership at
one time with Isaac Dickinsen in-
cluding a stone coal bank & patented
in the name of William Beatty

and Thomas Jones & lying on Little yellow creek.

Also another fifty acre tract lying on little yellow creek & patented in the name of William Beatty by patent bearing date 10th of August 1837 & including a stone coal bank & for the courses and distances of which reference is made to said patent.

Also the undivided half of another fifty acre Tract patented in the name of William Beatty and Thomas Eads and lying there in county of Josh Bell and State of Kentucky on a fork of yellow creek the boundaries of which are shown by the said patent.

Also one other entire tract of fifty acres lying and being in said county of Josh Bell and which was patented in the name of William Beatty by patent bearing date the 13th of Feb^y 1826 & situated on Davis branch, a small fork of little yellow creek for the particulars and bounds of said last mentioned tract reference is made to the patent therefor.

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Also all the right title interest
and estate that the parties of the
first part had or owned or which
was acquired in & to the following
described land under a deed
executed by John M. Beatty Sarah G.
Beatty, Boston Potter & Frances B.
Potter & bearing date the 4th day
of December 1868. (To wit) a large sur-
vey of land lying on the South side
of the Cumberland Mountain in the
said county of Lee & known as the
Fields survey & which tract piece
or parcel of land is more partic-
ularly described in a deed of con-
veyance executed by John Barne
Anderson commissioner &c to John
M. Beatty & Robert M. Ely which
deed bears date the 17th day of August
1842 and is of record in the clerks
office of the county court of Lee
County Virginia, To have and to
hold the said tracts and parcels
of land together with all and
singular the appurtenances there-
unto belonging or in any wise
appertaining to the said party of the
second part his heirs and assigns

forever and the said parties of the first part will and they do hereby warrant and defend the title hereby given to the said party of the second part his heirs and assigns forever. Given under our hands and seals day and date first above written.

John F. Tyler seal

J. E. Tyler seal

Witnessed by
John Williams
Samuel J. Riley

State of Missouri.
County of Buchanan } ss.

Be it remembered that John F. Tyler and Jane E. Tyler his wife who are personally known to the undersigned clerk of the circuit court within and for said county to be the persons whose names are signed to the foregoing deed as parties thereto this day appeared before me and acknowledged that they executed and delivered the same as their voluntary act and deed for the uses

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and purposes therein contained and the said James E. Tyler being by me made acquainted with the contents of said deed acknowledged on an examination apart from her husband that she executed the same and relinquished her dower in the real estate therein mentioned freely and without compulsion, and under influence of her said husband Given under my hand and seal of said Court this 7th of July 1871.

Seal

William Ralston Camp Clerk.

This deed was filed in my office and noted for registration April 14th 1873 at 10 o'clock A. M. and registered in book B. Page 370 May the 10th 1873.

P. G. Fulkerson
D. Register

State of Tennessee }
Claiborne County }.

I, Jefferson Lambert, Register of deeds for said County do certify that the foregoing is a true and perfect copy of a deed from John F. Tyler & wife to John G. Lawrence

as the same appears of record in
my office in Book G² page 370-371
+ 372 after a careful comparison.

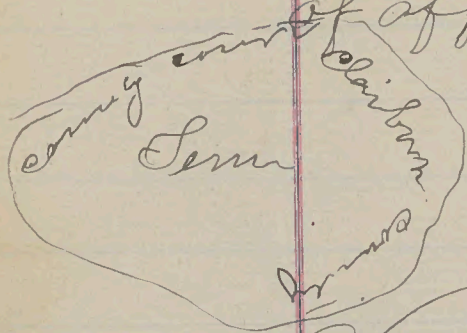
Witness my hand at Tazewell
Tenn this 16th day of April 1890

Jeff Lambert
Register for sd County.

State of Tennessee
Blair County } D. A. J. Francisco
County Court clerk in and for
said county certify that Jeff
Lambert whose genuine signa-
ture appears to the above certif-
icate is register of deeds for the
county of Blair State of Ten-
nessee and all his official acts
so such are entitled to full faith
& credit Witness my hand and seal
of office in Tazewell.

This 16th day of April 1890.

D. A. J. Francisco Clk.



Virginia Lee County to wit.

In the office of the Clerk of
The said County May 19th 1890 this
deed was presented and with
the Certificate thereto annexed
submitted to record

Teste John R. Gibson
Clerk

They then introduced a copy of the record in the cause of Smith Crabtree against Thos. S. Ely Sheriff of Lee county and as such admr. of John B. Kewlee and the heirs of said Kewlee which is in the words and figures following to wit:

(1)

Virginia:

Pleas before the circuit court
of the County of Lee at the Court house
thereof, on the thirteenth day of
February 1877.

The Commonwealth of Virginia:

To the Sheriff of Lee County - Greeting:

Spa in Chcy

We Command you to Summon,
Thomas S. Ely, Sheriff of Lee County,
and as such Administrator of the
Estate of John G. Newlee deceased,
William H. Newlee, John W. Divine
and Adaline Divine his wife
and Jacob Slaughter and Eugenia
Slaughter his wife, to appear
before the Judge of the Circuit
Court of Lee County at the Court
house in the Clerk's Office, on
the first Monday in March
next, being March Rules next,
to answer a Bill in Chancery
exhibited in our said Court
against them by Smith Crabtree
who brings this suit and files said
Bill in Chancery on behalf of himself
and all the rest of the Creditors
of the Estate of John G. Newlee deceased.

(2)

And have then there this writ, witness
James W. Orr, Clerk of our said Court,
at the Court House, this 13th day of February
1877 in the 101st Year of the Commonwealth.

James W. Orr Clerk.

On the back of this Spa is endorsed
Executed on Thomas S. Ely.

Thomas J. Ely D. S. for

Thomas S. Ely S. L. C.

And on an other day to wit:

Virginia:

At Rules held in the clerk's
office of the circuit Court of Lee
County, on Monday the 4th day of June
1877.

Smith & Crabtree

Plff

vs

Is Chancery

Thos S. Ely Administrator of the Estate of
John S. Newlee dec'd et al. Defts

Order Publication. The object of this suit is to compel
the creditors of the estate of the said John
S. Newlee dec'd. to marshal the assets,
real and personal belonging to said Estate
and administer the same, And it appearing
from an affidavit filed in the cause, that
the defendants Wm. H. Newlee, John W. Divine
& Adeline Divine his wife and Jacob Slaughter
& Eugenia Slaughter his wife, are non residents

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of this State, it is therefore ordered that they appear here within one month after due publication of this order, and do what may be necessary to protect their interest in this suit.

A Copy

Liste James W. Orr clerk

I certify that on the first day of the July term 1877 of the County Court of Lee County, I posted at the front door of the Court House of said County, a copy of the above order, given under my hand this - June 1877

James W. Orr. Clerk.

Be it remembered, that heretofore to wit: on the 13th day of February 1877, Came Smith Crabtree & Co by his Counsel, and filed his Bill in Chancery against Thomas S. Ely, Shuff & Adams & et al in the following words and figures to wit:

Bill

To the Honorable John A. Kelly Judge of the Circuit Court of Lee County.

The Bill of Complaint of Smith

(4)

Creditor who brings this suit and files this Bill on behalf of himself and all the rest of the creditors of the Estate of John G. Newlee deceased, humbly complaining respectfully represents that on the 1st day of September 1871, one John G. Newlee executed and delivered to your orator his written obligation bearing that date, which was signed with his signature and sealed with his seal and by which he undertook and bound himself to pay your orator on or before the 1st day of March next thereafter the sum of \$150. and interest from the date thereof, on consideration that your orator should dismiss the suit therein mentioned at his own costs and when payment is made, that he should make a good and sufficient warranty deed to the land in controversy in said suit to the said John G. Newlee, or such other person as the said John G. Newlee might direct and which Contract your orator afterwards to wit on the 18th day of September 1871, agreed to and accepted and has since complied with the conditions of said Contract, by dismissing the

5-

the said suit at his own costs, and by making a good and sufficient general warranty deed to the land in controversy as directed by the said John G. Newlee, and which was accepted by him.

The said written obligation and your Orators written agreement and acceptance of the terms thereof is herewith filed marked "A," and made apart of this Bill, and is subject to a credit of \$20.00 as endorsed thereon. Afterwards the said John G. Newlee, wrote to your orator on the 16th day of December 1872, promising to pay your orator and his letter is herewith filed marked "B," and made apart of this Bill. Afterwards on the 8th day of August 1873, the said John G. Newlee again wrote to your orator acknowledging the justice of the claim, which letter is also herewith filed marked "C," and made a part of this Bill.

The said John G. Newlee some time after this last letter was

(6)

written. Departed this life, and his son William H. Newlee who lived in Claiborne County Tennessee was appointed as his Administrator in Tennessee, and as such by a letter to Dr. William Morgan dated February 24th 1874, he acknowledged the justness of the debt, and said it should be paid, Said letter is herewith filed marked "D," and is made a part of this Bill.

Your orator will further state that since the death of the said John G. Newlee deceased Thomas S. Ely Sheriff of Lee County and by an order of the - Court of Lee County made the Administrator of his Estate. Your Orator will further aver and state that no part of said obligation has ever been paid to him by any one except the \$20.00 credit endorsed thereon, the said John G. Newlee never paid any part thereof in his life time, the said William H. Newlee as Admr. in Tennessee never paid the same on any part thereof, nor did the said John G.

(7) Kewlee's heirs and distributees on any of them to wit: Wm. H. Kewlee John W. Divine and Adaline Divine his wife, Jacob Slaughter and Eugenia Slaughter his wife ever pay the same on any part thereof, nor has the present Administrator in Virginia Thomas S. Ely ever paid the same or any part thereof but they and each and all of them have hitherto failed and refused to pay the same and still do fail and refuse so to do although the said obligation with the interest due thereon was payable on the first day of March 1872.

Your orator will further state that he has no knowledge of any personal assets that are in the hands of said Thomas S. Ely as administrator of John G. Kewlee deceased, but he is informed and believes that there are no personal assets in Virginia, but he will further state and allege that the said John G. Kewlee left at

(8)

this death a large and valuable real Estate lying and being at Ounberland Gap in Lee County Virginia, consisting of Mills iron furnace and foundry and including a large boundary of land which descended at his death to the following Children and heirs to wit: William D. Tucker Adeline who married John W. Divine and Eugenia who married Frank Slaughter all of whom are non-residents of Virginia.

Now this is a creditors bill the object of which is to convene the creditors of the Estate of John G. Newlee deceased to marshal the real and personal assets belonging to said Estate and administer the same and subject the same to the payment of the debts and liabilities that may be proved against said Estate and especially Your creditors debt.

And Your orator being without an adequate remedy at law and relievable only in a court of Chancery, his prayer therefore is that the said Thomas

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Thomas S. Ely Sheriff of Lee
County and as such Administrator
of the Estate of John H. Newlee deceased
and Wm. H. Newlee and John W. Divine
and Adaline Divine his wife and
Jacob Slaughter and Eugenia Slaughter
his wife be all made the party
defendants to this Bill and that
they all be summoned and required
to answer the allegations of the
same on oath and that an
order of Publication be duly
made posted and published
against the said William H. Newlee
John W. Divine and Adaline his
wife and Jacob Slaughter and
Eugenia his wife who are all
now residents and that the
said Thomas S. Ely Administrator
as aforesaid be required to
state and discover what
personal assets if any are
in his hands and a final
hearing the real and personal
assets be marshaled and subjected to
the payment of your orators debt, and
all other debts that may be proved
against said estate, and that

such other, further and general relief be extended to Your orator as may be consistent with equity and justice and best suited to his case. May the Commonwealth writ of Spa. issue directed to
 Millen for Ample.

Whereas for the purpose of settling a matter in Controversy now pending in the circuit court of Lee County, wherein Crabtree's heirs, who sue for the benefit of Smith Crabtree Plaintiffs and John B. Newell & others are defendants.

Exhibit
 A.

Now I undertake for myself and the other defendants to pay the said Smyth Crabtree on or before the first day of March next the sum of One hundred and fifty dollars and Interest from this date, on Condition the said Crabtree shall dismiss said suit, at his own cost and when the payment is made, shall make a good and sufficient warranty deed to the land in Controversy to me or such other person as I may direct. Given under my hand

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and seal Sept. 1st 1871

John G. Newell. Seal

I do hereby agree to the above terms
of Settlement of the suit therein mentioned
witness my hand and seal Sept. 18th 1871.

Smyth Crabtree Seal

Febry. 24th 1874

Endorsment
on back of
Ex. Ct.

Credit the within by note
given up this day Twenty Dollars from

Cumberland Gap Decr. 16th 1872

Mr. Smyth Crabtree

Dear Sir:

Exhibit
"B."

I received a letter
last week from Mr. Howard,
the man who bought the half
of the Gap property - He says
if the money is in Kentucky
he will get it and have it
here by the 1st day of January

Just as soon as I get it, I
will go up to Mr. Arch Fulkerson
to pay my Tyler debt and I
will go on to your house
and pay you, if it comes sooner
I will be up with it, all are well

Yours Respectfully John G. Newell

Cumberland Gap Aug. 8th 1873
 Mr. Smyth Leathree
 Dear Sir:

Having failed to get money I expected when I last saw you, and my long spell of sickness, leaves me without money.

Exhibit
 "C."

If Mr. Stickley will have the kindness to take up my note, it will be alright and I will pay it as soon as possible.

If Mr. S. does not lift it, you call on Mr. J. H. Fulkeron who I think will pay John F. Tyler's part of it.

Yours Respectfully
 John G. Newlin

Dr. Wm Morgan

Exhibit
 "D."

Mr. Smyth Leathree holds a note against the Estate of John G. Newlin decd. I am the Admr. of the Estate and will pay up the indebtedness of the Estate just so soon as I can properly make collections, or as soon as I can get the moneys into my hands, I do not care to whom

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I pay the money, the note was given in good faith and will be paid as soon as possible,

I write this as Mr. Crabtree suggests that you would probably purchase the note (if I did not object, I do not object, If no bad luck the distributive share of the furnace will pay all the indebtedness of the Estate this summer

Cumberland Gap Tenn. Very Respectfully
Feb 24 1874 Wm H. Keivlee Adm
of J. S. Keivlee dead

Virginia Lee County Court:

This day David Miller personally appeared me the undersigned clerk of the circuit court of Lee County and made oath that to the best of his knowledge information and belief the within defendants

Affidavit William H. Keivlee and John W. Divine
endorsed on Adaline Divine his wife and
Bill Jacob Slaughter & Eugenia

Slaughter his wife are not residents of this State. Given under my hand this 6 day of June

1877

James W. Orr clerk

And the defendant Thomas S. Ely having been duly summoned to appear here on this day, and not appearing it is ordered that unless he do appear at rules to be held on the first Monday in April next, and answer, demur or plead to the said Bill, the same will be taken for Confessed and the Court will decree accordingly.

April Rules Decree nisi confirmed as to defendant Thos S. Ely and continued for order of Publication against non resident defendants
May and June Continued.

I hereby Certify.

That, a Chancery order in the Circuit Court of Lee County of which the annexed is a copy, was printed four successive weeks in the "Lee County Sentinel", a weekly newspaper published in the town of Jonesville, County of Lee, State of Virginia, Publication ending this 29th

Printer's
Affidavit

See order

Publication
Page (2)

day of June 1877
Chas. Willoughby
Publication Sentinel

(15) At which day, to wit: at rules held
in the Clerk's office on Monday, the
— day of August 1877 the defendants
not appearing to answer, demur
or plead to the Plaintiffs Bill, it
is ordered that the same be
taken for confessed and on
motion of the Plaintiff Counsel
the Cause is set for hearing at the
next term.

Memorandum of Lis Pendens.

On a suit and bill in Chancery brought
and filed against non residents & others:

Title of the Cause as follows:

Lis pendens
Smith & Crabtree who brings this suit and
files this bill on behalf of himself and
all the rest of the creditors of the Estate
of John G. Newlee dec'd. $\frac{2}{3}$ Plaintiff

Against $\frac{2}{3}$ Subscribers a
Thomas S. Ely Sheriff of $\frac{2}{3}$ creditors Bill
Lee County and as such Administrator
of the Estate of John G. Newlee dec'd, William N.
Newlee, John W. Divine and Adeline Divine
his wife, Jacob Slaughter and Eugenia
Slaughter his wife. $\frac{2}{3}$ Defendants

The general object of this
suit and Bill in Chancery, which

is a creditors suit and bill in Chancery is to Convene the Creditors of the Estate of John G. Newlee deceased, to marshal the real and personal assets, belonging to said Estate, and administer the same, and to subject them to the payment of the debts and liabilities, that may be proved against said Estate and especially to the payment of a debt of One hundred and fifty Dollars and interest Thereon due the Plaintiff.

This cause is pending and this bill is filed in the Circuit Court of Lee County Virginia.

The said tract of land and real Estate belonging to the defendants, and which is sought to be administered on Subject to the debts and liabilities against the estate of John G. Newlee decd, by this suit and bill in Chancery lies at Cumberland Gap in Lee County Virginia, and is bounded by the Tennessee line on the South, and the Kentucky line on the north and includes the furnace and foundary and Mills & water Down Store house and other buildings and iron ore &c, and the estates of John G.

Kewlee deceased and Thomas E. Ely his administrator and William St. Kewlee, John W. Divine and Adaline Divine his wife and Jacob Slaughter and Eugenia Slaughter his wife estates are intended to be effected by this bill and suit in Chancery and this memorandum of lispendens is left with the Clerk of the Court of the County of Lee in which said land and real Estate &c is situated who shall forth with record the same in the deed book in his office and index the same by the name of the persons aforesaid

This 13th day of ~~3~~ Smith Crabtree for him
February 1877 ~~3~~ self ^{the other creditors of John St. Kewlee} by his attorney

David Miller.

Virginia Lee County Court Clerk's Office
February 13th 1877.

The foregoing memorandum of lispendens of Smith Crabtree for &c
Plff against Thomas S. Ely Adm. &c &
others defendants was this day filed
and left with me Clerk of the County
Court of Lee County in which the defendants
lands and real Estates are situated
and I have recorded the same

in the deed book in my office
and I have indexed the same in
the name of each defendant therein
Teste James H. Orr clerk

And at another day to wit: at a
Court held for the said County, at
the Court House thereof on the
7th day of September 1872, the follow-
ing decree was entered.

Smith Crabtree & Co. Plff }
against } Decree for
Thomas S. Ely & others Defs } account.

This Cause came on this
day to be heard upon the Bill filed
by Plaintiff, and the Exhibits filed
with the same, and was argued
by Counsel, and it appearing to the
Court, that the home defendant
Decree No. 1. had been duly served with process
and that the non resident Defen-
dants had been duly served with
the process of an order of publication
and that said process had been
served, and that said order of
publication had been completed
the time required by law before

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before this term of the Court, and that Plaintiff had matured this cause at rules in the Clerk's office and set the same for hearing, and the defendants still failing to appear and answer the Complainant's bill, the same is therefore taken for confessed against them.

On consideration of which the Court hereby adjudges orders and decrees, that Henry J. Morgan a Commissioner of this Court do take state settle and adjust the Administration account of Thomas S. Ely Administrator of John S. Pewee decd. so as to show the real and personal assets in his hands, and to convene the Creditors of said Estate, and ascertain the outstanding claims against the estate, and he will ascertain any other matters deemed pertinent by him or required by any of the parties, and he will report his proceedings to this Court and the Cause is continued till next term.

Commissioners Office Jonesville Va. March 19th 1878
 Wheeler and Ball Plaintiffs

vs

Peyton and Swap Attorneys
 Wm G. Brown

Defts
 Plaintiffs

vs

Peyton and Swap Defendants
 Smith Landree Plaintiffs

vs

Thos. S. Ely Admors et al Defendants

To Hon. John A. Kelly, Judge
 of the Circuit Court of Lee County

As the real estate which descended
 from John G. Newlee to his heirs at
 Court. Morgan Report
 law lying in this County is sought to
 be reached and subjected to the payment
 of the demands sought to be enforced in
 these three suits it occurred to me
 that it might be proper that they
 should be brought on to be heard
 together, and hence I have stated
 each case at the head of this paper.

By a decree heretofore entered
 in the 2^d cause it and the first
 were ordered to be heard together
 my suggestion, therefore, only applies
 to the last that it be added to the
 others. By a decree entered in the

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3^d Cause, on the 7th Sept. 1877, I was directed to State and settle the Administration Account of Thos. S. Ely Adminr of the Estate of John G. Newlee dead, to convene his creditors, and to Marshall his assets, real and personal &c.

The said John G. Newlee, at the time of his death, was a resident of Claiborne County, Tenn, & lived at Cumberland Gap, near the Virginia and Tennessee line, and all of his personal estate, as well as much the larger part of his real estate, was and is in the State of Tennessee. His son Wm. O. Newlee, as I am informed, qualified as his Adminr, in said State of Tennessee, and as to the State of assets in his hands I am not informed, and can say nothing. But, as John G. Newlee at the time of his death, owned an undivided interest in some real estate lying in this County, his estate was doubtless for the purpose of prosecuting these suits, committed to Thomas S. Ely Sheriff of this County, for administration. So far as these assets are concerned. In response, therefore, to first

requirement of the decree under which I am acting, I have to report, that there has not come into the hands or control of Mr. Ely, as such Administrator, any personal estate of the said John G. Newlee. It therefore follows, that he has no Administration account to be settled or adjusted.

In response to the 2nd part of the said decree I have prepared therewith file, as Exhibit A, a Statement of all the debts owing by the estate of John G. Newlee, Calculated down to January 1st 1898, and thus Calculated they amount in the aggregate to \$393.74.

The only claims set out in this Statement are, the note and obligation upon which the second & 3rd of these suits are founded.

The balance of the claim due to Plaintiff Brown, Calculated as aforesaid amounts to \$185.74, and that of the Plff. Kerabix to \$207.⁰⁰

In response to the last part of the decree under which I am acting, I have to report that, as I understand it, the said John G. Newlee at the time of his death

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was the owner of an undivided moiety of about 75 or 80 acres of land lying within this County, on which is located & situated what is known as Newlee's Iron Works or Foundry near Cumberland Gap. The Manufacturers of Iron and Foundry men would, doubtless regard this property as quite valuable while to others it would be of comparatively little value. As an individual, I should look upon it, as quite valuable on account of the fine water power which it affords for running machinery of almost any description, but so far as the soil is concerned for purposes of cultivation, I should regard it as almost worthless.

In the Case of Wheeler & Ball vs Peyton Swap, the Plaintiffs are insisting, that the estate of John S. Newlee is indebted to the defendants Peyton & Swap in a large sum on account of permanent improvements and that they have a large demand against the said defendants, and if they could succeed in showing Newlee's liability to Peyton & Swap, on

account of permanent improvements, then they seek to be substituted to the rights of Peyton & Swap as against Newlee. In that case, however these matters were referred to me, to make enquiry with reference to permanent improvements and upon an actual view of the property, and the evidence produced before me, I was of opinion, that the Estate of Newlee was not indebted to Peyton & Swap anything, and so reported in that suit, but as yet no action has been taken upon my said report and until that is done, I can neither report for or against said claim further than I have already done in that particular Case. If the Court should sustain my view of the case, then that suit will be dismissed, but if my opinion should be overruled and your Honor should decree against Newlee's estate, then the amount of the indebtedness thus established by such decree, would constitute a

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a further charge against the estate of said Newlee in addition to the two therein reported.

I have taken simply these three suits, and with the evidence they afford, I have made this report, without giving to any person, in any way, notice thereof.

All of which is respectfully
Submitted

Oscar J. Morgan Cur.

The Estate of John G. Newlee

To Sundry persons his Creditors

Dr

For note May 1st 1873 due 60 days after date by
Peyton Swap, with John G. Newlee as security to
Wm. G. Brown for \$240.80 Credited by 100^{ff}
paid April 3rd 1874 bal due last date \$151.64

Exhibit 'c' " Put on same to January 1st 1878. 34.10 \$185.74
with H. J.

Morgan. For written obligation by John G. Newlee to
Report Smith Lumber dated Sept. 1st 1877, by which said
Newlee undertook to pay balance on or before the
1st day of March thereafter, with interest from the
date of said writing, this sum \$100.00

Put on same to Jan'y 1st 1878. 57.00 207.00

Aggregate Amt of debts against said Estate \$392.74

Filed March 19th 1878

R. W. Orr Jm'd. C.

And at another day to wit: at a Court held for Lee County at the Court House thereof on the 5th day of April 1878,

Wheeler and Ball	Plffs	}	
vs			
Peyton and Swap	Defts	}	
Wm. G. Brown	Plff		
vs		}	In Chancery
Peyton Swap & others	Defts		
Smith Crabtree	Plff	}	
against			
Thos. S. Ely Administrator	Defts	}	

These Causes came on this day to be heard together upon the papers formerly read in the Causes and the report of Henry J. Morgan Commissioner and was argued by Counsel, and it appearing to the Court that said report has been filed in the Clerks office for more than ten days and no exceptions being filed thereto, the said Commissioners report is hereby approved and confirmed.

On consideration of which it is adjudged ordered and decreed that the Plaintiff Smith Crabtree recover of the

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Defendant Thomas S. Ely Administrator of the Estate of John G. Newlee deceased the sum of \$150.00 and interest thereon from the first day of September 1871, till paid and the costs of this suit, subject to a credit, as admitted by Plaintiff Creditree of \$20.00 paid February 24th 1874 to be made out of any assets in said Administration hands belonging to his decedent's estate unadministered.

And it is also further adjudged ordered and decreed that Mary G. Brown Administratrix of the estate of William G. Brown deceased recover of William W. Swap and of William A. Orr; Administrator of the Estate of Charles Peyton deceased and of Thomas S. Ely Administrator of the Estate of John G. Newlee deceased the sum of \$240.80, with interest thereon from the 1st day of July 1873, till paid subject to a credit of \$100.00 paid April 3rd 1874, and that she also recover of them the costs of the suit brought by her late husband & now prosecuted by her, to be made and levied out of the goods and chattels of William W. Swap and the assets in the hands of Wm A. Orr Admr. of Charles Peyton and in the hands of Thomas S. Ely Admr. of John G. Newlee deceased, belonging to their respective decedent's estates unadministered.

And it further appearing to the Court that there are no personal assets belonging to the defendants that are liable to pay but that the decedent John G. Newlee left at his death an undivided interest in some real estate lying and being in Lee County Virginia at and East and South of Cumberland Gap, which descended to the heirs of John G. Newlee deceased at his death, the Court hereby adjudgeth, orders and decrees that the said interest in said real estate be sold to satisfy this decree.

And the Court hereby appoints David Miller and Charles T. Duncanson as Special Commissioners to make said sale whose duty it shall be, that unless the said Defendants or some one for them shall within 60 days from this date pay the amounts, herein decreed, with interest and costs to the parties entitled thereto to advertise and sell the said interest in said real estate on so much thereof as may be necessary to satisfy this decree and all the costs of the said two suits, at the front door of Lee Court-house in Jonesville Virginia on some Court day at public auction to the highest bidder; but before

selling they will first advertise the time place and terms of their said sale at the front door of Lee Court house and at two or more other public places in said County near the land to be sold, for at least 30 days before the day of sale, and they will require of the purchaser an amount in cash in hand sufficient to pay all costs in both suits and their commissions and for the residue they will require of the purchaser bond with good security waiving the homestead bearing interest from date due respectively in Six, twelve and Eighteen Months from the date thereof, and they will report their action to this Court at next term, and the Cause is continued as to these two Causes.

And the Court further orders adjudge and decrees that the Plaintiffs in the first named Cause recover of the defendant William W. Swap, and the Defendant Wm. A. Orr Administrator of the Estate of Charles Peylow dead the sum of

\$3316.77, with interest thereon from the 18th day of June 1875 till paid and the costs of this suit by them expended to be made and levied out of any estate belonging to the Defendant William W. Swap, and out of any estate of the said Charles Peyton deceased in the hands of William A. Orr his Administrator unadministered, and the Sheriff having returned that he had attached and levied on about 100 cords of wood and 300 Bushels of coal, the Sheriff is hereby directed to sell the same after ten days notice, and pay the proceeds to the Plaintiffs, and this Cause is stricken from the docket.

To the Honorable John A. Kelly Judge of the Circuit Court of Lee County, Virginia:

The undersigned who were appointed Commissioners in the Consolidated Chancery Causes of Wm. G. Brown vs Peyton & Swap et al. Report of Sale and Smith Crabtree vs Thos. S. Ely Admr. et al. by a decree rendered

and pronounced in said causes on the 5th day of April 1878 would respectfully report, that pursuant to said decrees, (the defendants and neither of them having paid to the Plaintiffs or either of them, the several sums decreed to them in said decree) advertised for sale the land in the bills mentioned, being the lands attached as the property the heirs of John G. Newles in the suit of Wm. G. Brown vs Peyton & Swap et als, said lands are situated at and adjoining Cumberland Gap in said County and are mostly or entirely Mountain lands, wild and unimproved, pursuant to said advertisement and in accordance with said decrees your Commissioners on the 5th day of Aug. 1878, (that being Court day) at the front door of the Court House of said County exposed said lands to sale, to the highest bidder on a credit of Six, 12 & Eighteen months except a sum sufficient to pay Costs of said two suits and expense of sale, which they required

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to be paid down, at which said Samuel L. Jones of Cumberland Gap became the purchaser of said land at the price of \$482.³⁴ that being a sum sufficient to pay the debts in said bills mentioned costs of suits and expense of sale Your Commissioners ascertained the costs of suits and Commission of sale to be \$71.²⁷ and this sum was paid in cash to them and for the balance \$391.⁰⁷ the said Jones executed his note bearing interest from date with H. Morgan his security payable in three equal installments due respectively in six twelve and eighteen months, which note is herewith filed marked (1)

Your Commissioners then paid to James W. Orr Clerk his costs in said two suits amounting to \$19.¹⁴ and file herewith his receipt for the same marked (2) They then paid to D. J. Morgan his fees as Commissioner in said two suits amounting to \$4.⁵⁰ his receipt for which is herewith filed marked (3) They then payed to Charles Willoughby Edgerton

of the Sentinel fee for order of Publication in the Case of Wm. S. Brown \$5.00 his receipt for which is marked (4) and to the same \$5.00 for printing order of publication in the Smith Creditors Case and file his receipt for same marked (5) they then paid to the Sheriff \$1.00 his fee in said two cases, his receipt for which is here filed marked (6) they then paid to Messrs. V. Duncan Attorneys fee \$15.00 in Case of Wm. S. Brown and file their receipt for same marked (7) and to David Miller Attorneys fee \$15.00 in the Case of Smith Creditors, his receipt for which is here filed marked (8) they retained their Commissions on said sale amounting to the sum of \$18.28 and there is left in their hands as estimated costs \$8.37 \$4.36 of which is in the hands of Carr Duncan and the remainder \$4.01 in the hands of Carr Miller.

The sale appeared entirely satisfactory to the heirs of John C. Newlee deceased, one of whom was present acting as claiming

to act for all of them and as your Commissioners are informed, the purchase was really made for the Newlee heirs.

The said Samuel L. Jones the purchaser desires to pay the money and lift his note, should the sale be confirmed, and has deposited the money for that purpose with O. J. Morgan and your Court respectfully recommends that he be permitted to do so, to whom a deed should then be made, that being as your Commissioners are informed the desire of the said Newlee heirs. All of which is respectfully submitted

David Miller
C. J. Duncan
Clerk.

Filed Aug. 15th 1878.

James W. Orr Clerk.

And at another day, to wit: at a Court held for Lee County at the Court House thereof on the 4th day of December 1879.

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Smith Leabtree for & Deft

vs

Thos. S. Eely Admr & others Defts

Exhaucing

Decree Conf.
confirming Sale

This Cause came on to be heard upon the papers formerly read and the report of David Miller and Charles T. Duncan Commissioners, who had sold the land in the bill mentioned and was argued by Counsel, and said report of Sale having been filed in the Clerk's office in this Cause for more than ten days before this Term of the Court and no exceptions having been filed thereto, and the purchaser Samuel E. Jones having fully paid the purchase money for the land sold as admitted by the parties by their Counsel, the report is hereby approved and confirmed and the Commissioner David Miller is hereby directed to execute and file in the papers in this Cause a deed to the purchaser for the land sold, and the Cause is continued till next Term.

To the Honorable John A. Kelly
Judge

Pursuant to the last decree
entered in this cause I herewith
file with this my report a Deed
Report of To Samuel L. Jones the purchaser
of the land sold by myself &
L. T. Duncan Commissioners
in this cause. All of which
is respectfully submitted
to your Honor.

David Miller
Clerk

Filed March 12th 1880.

Jos. H. Orr clerk

Smith Crabtree for &c Plff
against
Thos S. Ely, Samuel et al Defs
In Chancery

To the Hon John A. Kelly Judge C.
Miller & See the undersigned Clerk
Duncan who sold the land in the
report filed will mentioned, do hereby
report that the purchase
money has been fully paid
to us by the purchaser Samuel
L. Jones and that we the
Attorneys of the Plaintiffs in

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Said Causes have fully paid
the same to plaintiffs as well
as the costs of the suit and
have full receipts for the
same, and that there is
no reason why the Deed
executed to the purchaser
Samuel L. Jones should
not be delivered to him.

Respectfully submitted

David Miller
C. T. Duncan

Filed Aug. 13th 1880.

Jas. W. Orr clerk.

(Vigilant)

And at another day to wit: at a
Court held for Lee County at the
Court house thereof, on the
30th day of August 1880.

Smith Crabtree for vs. Deff
against Swaley
Thomas S. Ely, Adm^r & others Defts

Decree

final

This Cause came on
this day to be heard upon the
papers formerly read and the
reports, and Deed filed by
Commissioner David Miller

and Cours. Miller and Duncan and it appearing to the Court that said reports and Deeds had been filed in the Clerk's office for more than ten days before the first day of this term and no exceptions being filed thereto they are approved and confirmed, and the said Deed is directed to be delivered to the purchaser Samuel C. Jones, that the same may be recorded by the clerk of the County Court of Lee County, and nothing further being necessary in this cause it is ordered to be stricken from the docket.

State of Virginia

County of Lee to wit:-

I J. A. S. Hyatt Clerk of Circuit Court of the County of Lee in the State of Virginia, do hereby Certify, that the foregoing is a true transcript of the record and proceedings

in a certain suit in Chancery
lately depending in the
said Court, between Smith
Crabtree Plaintiff and Thos.
S. Ely Adams & et al defendants,
with all things touching
the same as fully and
wholly as they now exist
among the records of
my Office.

In testimony whereof
I hereunto set my
hand and annex
the seal of the
said Court, this
12th day of Feby 1891.
J. T. Stewart Clerk



Fee for Copy \$10.00

" " Seal 1.35

Total \$11.35

They then introduced a deed from
David Miller to Samuel C. Jones.
Dated January 1st 1880. which is in
the words and figures following
to wit:



(73)

This Deed made on this the first day of January in the year 1880, between David Miller Commissioner of the one part and Samuel C. Jones of the other part both of Lee County Virginia. Witnesseth, That whereas Smith Crabtree who sued for the benefit of himself and other Creditors of John S. Newlee Deed. filed a bill in Chancery in the Circuit Court of Lee County Virginia against Thomas S. Ely administrator of the estate of John S. Newlee Deed and the heirs of John S. Newlee Deed and by a decree entered in said Cause for an account which was taken and approved and Confirmed by the Court and there not being any personal assets belonging to said estate and the Court having jurisdiction of the lands belonging to said Newlee's Estate, lying in Lee County Virginia, the said Court further decreed that a sale be made of the undivided interest of the said John S. Newlee Deed in some real estate lying and being in Lee County Virginia at and east and south, of Cumberland Gap which descended to the heirs of John S. Newlee at his death and the said David Miller and Thomas S.

(Over)

Duncan were appointed in said decree Commissioners to make said sale, and pursuant to said Decree, the said Commissioners advertised the said undivided interest in said land for sale, and pursuant to said advertisement and decree, they sold land, and on the 5th day of August 1878, that being the County Court at the front door of Le County Court house to the said Samuel B. Jones on a Credit of Six, Twelve and eighteen months except for costs and Commissions for selling which were required in cash and the sale was approved and confirmed by the Court and the purchase money having been fully paid by said Samuel B. Jones, the Court by another decree entered the said cause on December 4th 1879. Directed the said David Miller Commissioner to execute and file in the papers in this cause a deed to the said Samuel B. Jones for the land sold and now in pursuance of said Decree and in consideration of the sum of and eighty two Dollars and thirty four cents the purchase price of said land, the receipt of which is hereby acknowl-

(75-)

edged, the said David Miller Commr
 now as aforesaid, has this day granted
 bargained, and sold, and hereby grants,
 bargains, sells and conveys to the said
 Samuel C. Jones, the undivided inter-
 est of John S. Newell Decd. which
 he owned at his death in the real
 estate lying and being in Lee County
 Virginia at, and east and West of
 Cumberland Gap, and which descend
 to the heirs of John S. Newell, Decd.
 at his death together with all the
 appurtenances belonging to the same,
 to have and to hold forever. And the
 said David Miller acting as Comr.
 warrants specially the land hereby
 conveyed. Witness the following signa-
 ture and seal.

David Miller Comr Seal,
 Virginia Lee County Court Clerk's Office
 This day David Miller Comr person-
 ally appeared before me the under-
 signed in my office and acknowl-
 edged that the above writing was
 his act and deed. And the same
 is admitted to records Given under
 my hand this the 30th day of Aug 1880
 Test James W. Comr Clerk

A copy of the Records,
Test John R. Gibson
Clerk

They then introduced a deed from
Samuel C. Jones to J. W. Divine
dated Sept 28th 1881. which is in
the words and figures follow-
ing to wit:-

David M. Jones com
No 3 copy of Deed

Samuel C. Jones

Deed Book 19

Page 197 + 8

John R. Gibson

Clerk

Dec. 7th 1881

(77)

This Deed, made this 28th day of September 1881, between Samuel B. Jones & Eliza Jones his wife of the County of Lee and State of Virginia of the first part and Dr. J. W. Divine of the County of Claiborne State of Tennessee of the second part Witnesseth that said Samuel B. Jones and wife for and in consideration of the sum of Five Hundred and Forty Two Dollars to them in hand paid and secured to be paid by the said J. W. Divine the receipt of which is hereby acknowledged the said Jones and wife doth by these presents bargain, sell deliver and convey unto said J. W. Divine a certain piece parcel or tract of land lying and being in said County of Lee ^{State of Virginia} near Cumberland Gap the same being the undivided interest purchased by Samuel B. Jones at a judicial Sale made by H. T. Duncan and David Miller as Commissioners in the Chancery cause of Smith Crabtree against Thomas S. Ely Administrator and the heirs of John S. Newlee Deed and which land was conveyed to said Jones by David Miller as a Commissioner by Deed bearing date January 1st 1880 and for a more particular description of said

2nd

land, reference is ^{here} made to said last men-
tioned deed, To have ^{and} To hold the said
undivided interest in the land hereby
conveyed with all its appurtenances
unto the said J. W. Divine and his heirs
forever and the said Samuel C. Jones
hereby covenants that he will warrant
generally the title to the land hereby
conveyed ^{and} said Jones and wife here-
by reserve to themselves the vendors
lien until all the purchase money
is paid. Witness the following signa-
tures ^{and} seals, S. C. Jones Seal

Eliza ^{per mark} Jones Seal

Virginia, Lee County, to-wit:-

We E. R. Daniel ^{and} R. E. Brock
the two Justices of the Peace for
the County ^{and} State aforesaid do certify
that Samuel C. Jones ^{and} Eliza Jones
his wife whose names are signed to
foregoing deed bearing date Sept 28th 1887,
each personally appeared before us in
the County aforesaid ^{and} acknowledged
said writing to be their joint act ^{and}
deed ^{and} Eliza Jones wife of the said
Samuel C. Jones being examined
privily and apart from her husband
^{and} having the deed aforesaid fully ex-

(Over)

(79)

(79)

pleined to her declared that she had willingly signed and executed the same and did not wish to retract it.

Given under our hands this 26th day of October 1881. E. A. Daniel

R. E. Crockett

Virginia, Lee County Court Clerk's office
March 2nd 1882. The foregoing deed bearing date September 28th 1881, between Samuel C. Jones and Eliza his wife of Lee County Virginia of the first part and Dr. J. W. Divine of Claiborne County, State of Tennessee of the second part, was this day admitted to record upon the Certificate of E. A. Daniel and R. E. Crockett two Justices of the Peace for Lee County Virginia.

Test John R. Gibson Clerk
A copy of the Records,

Test John R. Gibson
Clerk

They then introduce a copy of the record in the case of J. W. Divine against Margaret Ely & others which is in the following words to wit:

Samuel C. Jones & wife
To 2 Dec 1804

J. W. Dimick

Recorded in Book B
Page 554 and 555

John R. Gibson
Clerk

Virginia:

(1)

Pleas before the circuit court
of the County of Lee at the Court House
thereof on the 28th day of August 1886.

Bill

To the Honorable John A. Kelly
Judge of the circuit court of Lee
County Virginia:

Your Orator J. W. Divine
Humbly complaining would respectfully
represent, that he is the owner
in fee of a moiety of a large tract
of land situated in Lee County
near Cumberland Gap and known
as the Nathaniel Fields — acreage
the lands consists of one tract of
mountain lands lying on the
south side of Cumberland Mountain
& N. Side of Poor valley Ridge.

The other moiety is owned
by the infant Children of the late
Robert M. Ely deceased viz Maggie
Ely, Mary Ely and Ann Ely.

And these infants own other
lands adjoining this tract upon
the East and South, and as above
hinted this tract is chiefly valuable
for Lumber and Minerals.

The object of this Bill is to

(2)

have partition made of these lands between your orator and the said Elys, giving each one equal half in value, and if desired and thought proper, assigning the said Elys their share adjoining the other lands owned by them.

The premises considered, your Orators prayer is that said Maggie Ely, Susan Ely and Ann Ely be made parties defendant to this bill and answer its allegations on oath by a Guardian ad litem, to be appointed for them.

And on a hearing a decree be rendered directing partition to be made of said lands, and for all other further and general relief May Spate issue.

A. L. Pridemore

P. Q.

And now at this day to wit: at a Court continued and held for Lee County at the Court house thereof on the 28th day of August 1886, that being the same day and year as that herein first mentioned.

(3)

J. W. Divine

vs

Margarett Ely et al

3
3
3
3

Answer

Ans. Guardian
ad Litem

The answer of Margarett Ely, Mary Ely and Ann Ely by John M. Morgan Guardian ad Litem to a Bill filed in this Honorable Court against them by John W. Divine

Respondent says, that so far as he can ascertain the allegations of the Plaintiffs bill are true, and that the said lands mentioned in the Bill belong in fee to the said Divine, and the Infant Elys. Such being the case Respondent can see no reason why said lands should not be partitioned and laid off in terms to comply with the Plaintiffs prayer. Respondent says further that his said Wards are owners in fee of much very valuable lands in Lee County and a part of their lands lie adjacent and adjoining the lands owned by his wards and the said Divine, and would be very dissimilar to his said Wards to have said lands so partitioned as to give them their moiety of said land adjoining their other lands, not only for the

(4)

sake of convenience, but as a means of rendering said lands more valuable to them.

Respondent now having as fully as deemed necessary the Plff, Bill and set out in terms the facts as far as ascertained by him.

Asks that in directing said partition it comply as far as possible without prejudice to others to the facts above mentioned Asks to be here dismissed and decreed their costs

By Jno M. Morgan S. A. L.

Filed Aug. 28th 1886.

J. A. G. Hyatt clerk.

J. W. Dinene

Plff

against

vs Chas. J.

Deane vs Margaret Ely et al Defts

On the motion of the Plaintiff this Cause is placed upon the issue docket this day and on his further motion, John M. Morgan is appointed guardian ad litem for the Defendants, Margaret, Mary and Ann Ely, and on his motion, leave is granted him

(5)

to file his answer and the same is accordingly done.

And thereupon the cause came on this 28th day of August 1886, to be heard upon the Bill of the Plaintiff and answer of John W. Morgan Guardian ad litem for the infants aforesaid and was argued by Counsel. On consideration whereof and for reasons appearing to the Court, it is adjudged ordered and decreed, that Charles B. Johnson, Wm. R. Boles and H. L. T. Richmond be and they are hereby appointed Special Commissioners, whose duty it shall be to go upon the lands in the Bill mentioned and lay off and assign to the Plff one half in value of the said Nathan Fields - Acre Survey, and to the defendants assign the other, having due regard to, water, timber Minerals and ore, they will make out a plat showing the manner of their partition, and if convenient assign to the Plaintiff

(6) his share on the west end
adjoining his other lands:
and to the Defendants the East
and adjoining their other lands.
But in so doing they will
take into consideration the
true value of the land and
assign one half each in
value. They will report their
action to this Court accompa-
nied by the plat herein direc-
ted at some future term of
this Court and the Cause is
continued.

We, the undersigned Commissioners
appointed by the Hon. Judge of the
Circuit Court of Lee County Va,
to lay off ~~an~~ Survey of Land
owned, formerly by Robert M.
Ely, and John G. Newlee deceased
known as the Fields Survey.

Respectfully report that the
said tract of land was carefully
surveyed by C. B. Johnson, one
of the Commissioners and found
4337 acres in said Survey, lying

7

in the State of Virginia, South
of Cumberland Mountain,
being near Cumberland Gap
and extending eastwardly to
Chadwell's Gap, and with Ky
line back to the beginning.

The Courses and distances
are as follows: Beginning at
2 large rocks in Jones line, and
Corner to Newlee's Gap tract, thence
with Jones 1155 acre Survey north
 58° E 280 poles to a stake on west
side of a branch (Poplar & Black
oak gone) thence N 23° E 80 poles to
2 small pines, (Black oak & dogwood gone)
thence N 58° E 333 poles to a spotted oak
marked as side line, thence
offset N 88° E $9\frac{1}{2}$ poles to a poplar,
thence N 58° E 287 poles to two white
oaks on a spur (Pine but stump
there) thence N $72\frac{1}{2}^{\circ}$ E 399 poles to a
Poplar stump in edge of Poor valley
(Poplar cut down and white oak marked)
thence N $53\frac{1}{2}^{\circ}$ E 376 po to a large Rock
and 3 small pines on a spur of the
Mountain) oaks & Chestnuts gone
but stumps still there) thence N 68° E
512 poles to a Poplar marked as side line

8

thence (offset) S 5° E 15 poles to a maple
 near a large Poplar (Here the lines
 lapped about 50 poles as shown on
 the Plat) thence N 70° E 142 poles to a
 large Poplar on a branch, thence
 N 57° E 280 poles to a Poplar marked
 as side line, thence (offset) N 16° W 14
 poles to a large white oak marked
 as a side line, thence N 74° E 584
 poles to the upper corner (40 poles
 east of Chadwell's Gap Road) Black
 and white oaks down, but stumps
 still there, small Chestnuts & other
 bushes marked as corner, thence
 N 19° W 284 poles to Ky line in
 Chadwell's Gap, thence from
 Beginning corner N 19° W 60 poles
 to Ky line in Cumberland Gap
 thence N 53° E 70 poles to top of cliffs
 thence E 70 poles to top of mountain
 thence with general line of the
 mountain N 45° E 610 poles to
 top of divide east of Lewis Gap
 thence S 73° E 108 poles to top of
 mountain and with top N 78°
 E 36 poles, thence N 65° E 175 poles
 to a large Pine on top of mountain
 thence N 53° E 100 poles to a pine

9
thence $N 27^{\circ} E$ 160 poles, thence
 $N 65^{\circ} E$ 547 poles (small angles reduced
to a straight line) thence $S 45^{\circ} E$ 80 poles
thence $N 85^{\circ} E$ 100 poles, thence $N 60^{\circ} E$
225 poles, $N 15^{\circ} W$ 40 poles, thence $N 65^{\circ}$
 $E 488$ poles (small angles reduced to
straight lines) thence $N 50^{\circ} E$ 200 poles
thence $N 67^{\circ} E$ 425 poles (small angles
reduced to straight line) to upper
corner in Chadwell's Gap
Containing 4337 acres.

After a careful examination
we found the quality of the land
about the same, and we
have given to the heirs of
R. M. Ely dec'd one half or
2168½ acres on the East end
of said tract, adjoining their
other lands, and have given
to J. W. Divine, the west half
or 2168½ acres adjoining his
other lands.

We found some timber
cut from the west half of
said tract, but learn it was
wood by John G. Kewlee in his
life time.

The division line Begins on a

a small white oak, maple and chestnut oak a small chestnut oak and Sycamores marked as pointers, "marked D. Division line on said plat," and runs due north to the back line. This corner is in a low gap of a spur of the mountain, north of J. S. Siskons north east corner & S 53 $\frac{1}{2}$ W 110 poles from first corner in Fileds line west of Charles Baileys.

The division line, offsets a lap mentioned in this report is shown on the Plat.

The small angles on top of the mountain were reduced to a straight line as before stated. All of which is respectfully submitted.

March 18 th 1887	C. B. Johnson	
Cost of Survey &c	W. R. Boles	Course
	O. L. T. Richmond	
C. B. Johnson Survey on 26 days	3 -	\$ 78.00
Chain Carriers & Flagmen 35"		36.00
Mrs R. Boles Carver		3.00
O. L. T. Richmond "		3.00
		<u>\$ 119.00</u>

Filed March 18th 1887.

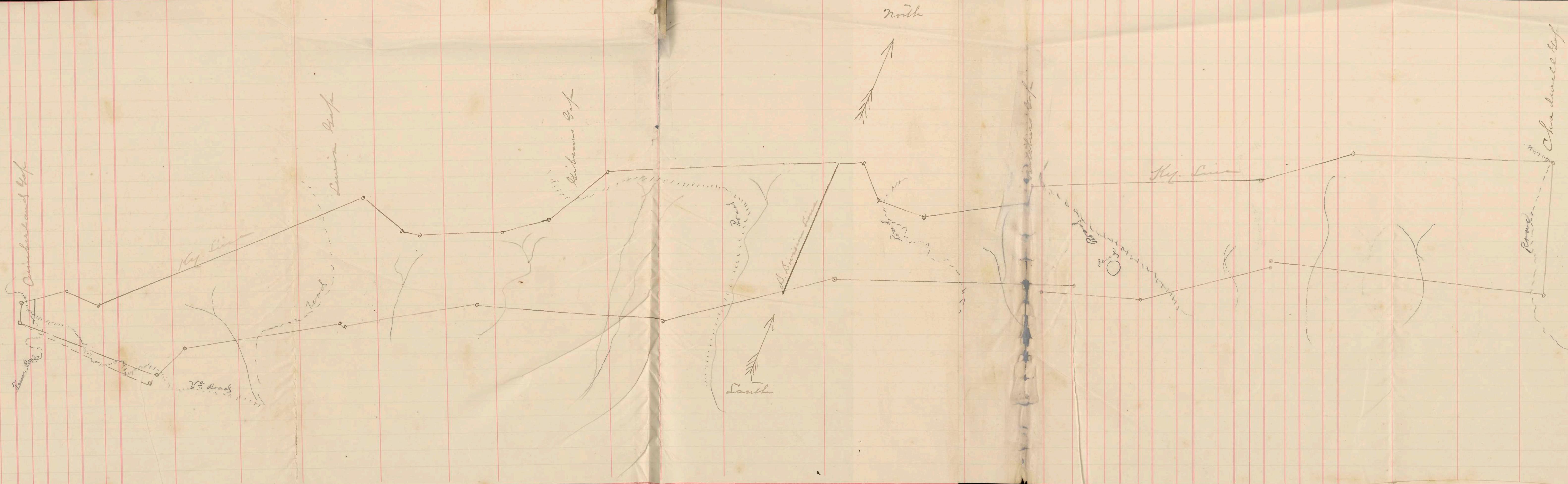
J. A. G. Hyatt clerk.

Plot of Walter Fields Survey.
 Bounded March 23rd 1895

Containing 4337 acres
 and owned by
 J. M. Divine, Doanville, Penn
 and the heirs of
 R. M. Ely dect. Thelmont Slice Vth.
 A division made by order of the Circuit Court
 August, 1886. The west half - 2168 1/2 acres to
 J. M. Divine.
 The East half 2168 1/2 acres to
 Ely heirs

L. B. Johnson
 H. C. D. Richards
 W. B. Bolen
 Commissioners
 March 15th 1887
 Scale
 100 poles to the inch

C. B. Johnson
 Topographical Surveyor



..... *Court.*

..... *County.*

FINES.

188 -188 .

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And now at this day, to wit: at
a Circuit Court continued and
held for Lee County at the Court
house thereof on the 31st day
of March 1887.

J. W. Divine

Plff

against

Margaret Ely et als Defts

In Chancery

Decree
final

This Cause came on again
this day to be heard upon the
papers formerly read in the
Cause, and the report of L. B.
Johnson, Wm. R. Boles and H. C. T.
Richmond Commissioners filed
March 18th 1887, to which there
are no exceptions, and was
argued by Counsel: On consider-
ation of which and for reasons
appearing to the Court, said
report and accompanying plat
are and each of them is confirmed
and made final - And it is
further adjudged ordered and
decreed, that the Plaintiff take

and hold free from the Claims of the defendants in fee the lot of land so assigned him, being the western end thereof of said Survey, as marked on said Plat. Beginning at "D." on a Small white oak maple and Chestnut oak and Small sassafras marked as pointers, and shown on the Plat as "D." thence due North to the back line of said Survey, the Kentucky and Virginia State line, and all the land in said Survey lying west of this line is and shall be that of the Plaintiff. And beginning at the said Spot shown by letter "D." and running due North all the land to the East thereof it is adjudged ordered and decreed shall be taken and held by the defendants free from the Claim of the Plaintiff, to be held by them in fee as shown by the metes and bounds of said report and plat.

And the Guardian of said

infants, will pay to the Plaintiff
 one half of the Costs of this
 partition, to be taxed by the
 Clerk. And the Clerk of this
 Court will Certify to the Clerk
 of the County Court, the former
 decree of this Court making
 partition of said lands, said
 report and plat together with
 this decree, to be by him, the
 said County Court Clerk,
 recorded in his deed book
 kept for the recordation
 of deeds. He will index
 the same in the name of
 the parties as in deeds.
 The Plaintiff will then
 make and execute, a deed
 of release and deliver the
 same to the guardians of the
 defendants, to be by him
 recorded for the said eastern
 half of said land so here
 assigned, but he will not
 deliver the same until
 A. L. Pridmore, who is
 hereby appointed a special
 Commissioner for the

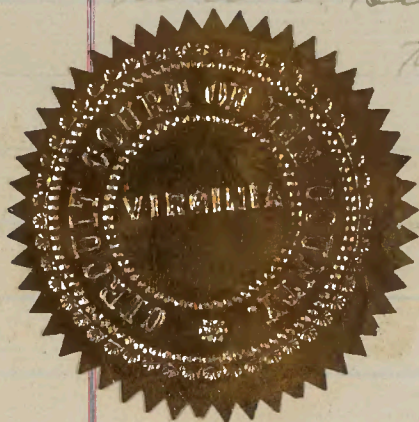
purpose shall make upon the part of said infants a deed of release with covenants of special warranty, to the Diff. for the land so herein decreed to him. Being the Western half as aforesaid. And no further action being necessary at this time the Cause is retired from the docket, with leave to either party to reinstate the same for the purpose of enforcing this decree. And the Cause is so retired.

State of Virginia County of Lee to wit:
 J. J. A. S. Hyatt Clerk of the Circuit Court of the County of Lee in the State of Virginia, do hereby certify, that the foregoing is a true transcript of the record and proceedings in a certain suit in Chancery, lately depending in the said Court between J. W. Divine Plaintiff and Margaret Ely et al Defendants, with all things touching the same, as fully and wholly

as they now exist among the
records of my office:

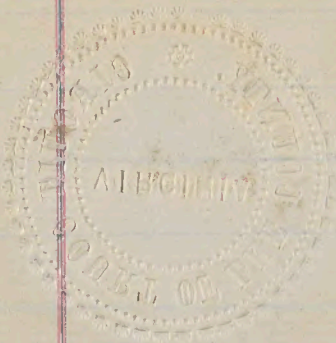
In testimony whereof, I
hereto set my hand and annex
the seal of the said
Court, this 12th day of
February, 1891.

J. A. G. Hyatt clerk



\$6.78	Free for Copy
1.35	" " Seal
<hr/> \$8.13	Total.

The then introduced a deed from
A. L. Pridemore conor, to J. W. Divine
dated June 25th 1887. which is in
the words and figures following
to wit:



This Deed, made this June 25th 1887, by
 and between A. L. Pridemore of the first
 part and J. W. Divine of the second part,
 Witnesseth, that whereas, the said
 A. L. Pridemore was by a decree ren-
 dered on the 31st day of March 1887
 in the Chancery Cause of J. W. Divine
 against Margarett Ely and others appointed
 a special Commissioner for the purpose
 therein mentioned, now therefor in consid-
 eration of the premises as well as one
 Dollar to him in hand paid the receipt
 whereof is hereby acknowledged, and in
 pursuance with the duty in said
 decree assigned said Commissioner, the
 said A. L. Pridemore Commissioner as
 aforesaid doth grant, bargain, sell,
 convey, release and quit claim, upon the
 part of Maggie Ely, Mary Ely and
 Ann Ely, infant defendants in said
 Cause, and and shown upon the
 plat on file therewith lying and being
 in Lee County Virginia, on the south
 side of Cumberland Mountain
 and bounded as follows viz:

Beginning at "D" on said Plat a
 small white oak, maple and Chestnut
 oak and sassafras, marked as pointer
 in the south side of the survey,

in said cause partitioned, thence due north
 to the Virginia ^{State} and Kentucky line, thence
 westwardly along the top of Cumberland
 Mountain, and with the lines
 of said survey to a corner of said
 survey, thence ^{across} with the lines thereof
 of said survey, to the Beginning,
 being all the lands lying to the west
 of the due north line first mentioned
 as Beginning at "D" on said plat
 and for a more particular description
 reference is here made to the decree
 orders, surveys and plots, in said
 Chancery cause, made and entered:
 which are of record in the Clerk's
 office of Lee County Virginia. And
 the said A. L. Pridemore Commission-
 er as aforesaid upon behalf and in
 room and stead of ~~ex~~ for said infants,
 covenants that he will warrant speci-
 ally said lands, so hereby conveyed.
 Witness the following signatures and
 seals this the day and year first above
 written,

A. L. Pridemore Seal

Commissioner

Virginia, Lee County to wit:-

J. John R. Gibson Clerk of
 Lee County Court in the State of Va.

do certify that A. L. Pridemore Comr.
whose name is signed to the writing
above bearing date June 25th 1887, has
acknowledged the same before me
in my County aforesaid.

Given under my hand this the 25th
day of June 1887.

John R. Gibson Clerk
Lex County Court.

A copy of Records,

Test John R. Gibson CLK.

They then introduced a paper pur-
porting to be a deed from J. W.
Divine & wife to the Eastern
Kentucky land company dated
19th Day of December 1887. which
is in the words and figures
following to wit:

J. W. Divine
From ³/₃ Deed

A. L. Pridemore Comr.

Recorded in Deeds
Book No 22 Page 328

John R. Gibson
Clerk

Fee 65¢

This indenture made and entered
 into on this the 11th day of December
 1887. by and between J. W. Divine
 and wife Ada M. Divine of the county
 of Claiborn and State of Tennessee
 of the first part and The Eastern
 Kentucky Land Company of Mount
 Sterling Kentucky of the second part
 Witnesseth that the parties of the first
 part for and in consideration of
 the sum of Twenty thousand dollars
 Ten thousand in hand paid the
 receipt whereof is hereby acknowledged
 by the parties of the first part.
 and ten thousand dollars to be
 paid on or before the 22nd day
 of October 1888 for which sum
 of Ten thousand a note has been
 executed bearing even date
 with this instrument bearing
 no interest until due The said
 parties of the first part have this
 day bargained and sold and
 by these presents transfer and
 convey unto the party of the second
 part all the right title, claim
 interest and demands they have
 in and to the following described
 tract or parcel of land lying and being
 in.

in the county Lee and State of Virginia on the waters of Indian and Gap creek and being the west end of the Nathan Fields survey conveyed to the parties of the first part, by A.L. Pridemore as special commissioner and is bounded as follows, Beginning at a stake on the Virginia and Kentucky line west of Cumberland Gap. Thence S 19 E to a stake in ~~the~~ Arthur Campbell's line thence N 88 E passing the corner of the Jones survey and with the line of said survey S 10 P. to a stake on the west side of a branch, cironer with Dr. Morrison, thence N 23 E to two small pines in the Baker Valley, thence N 58 E 333 P. to a spotted oak. Thence N 88 E 9 1/2 P. to a poplar, thence N 88 E 287 P. to two white oaks on a spur, thence N 72 1/2 E 279 P. to a poplar stump in the edge of a valley (poplar down, and a white oak marked in line of it) thence N 53 1/2 E 266 P. to a white oak chestnut oak and maple a corner made as the divisional corner between J.W. Divine and the heirs of R.M. Ely thence N 244 P. to a stake on the Virginia and Kentucky line, with a black oak and hickory marked as corners.

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thence with the Virginia and Kentucky
line along the top of Cumberland
mountain westwardly with a line
recently run by General Duffield
under orders from the United States
circuit court to a pine on the edge
of a cliff, thence S 57 W. to the beginning.
But it is expressly understood that
the line between the two States shall
be the true line wherever and
whenever established also one other
lot piece or parcel of land lying
on the Virginia and Tennessee
line containing the cording machine
and mill site where it now stands
with the reservation of water power
also the reservation of one half inter-
est in sixty feet square as shown by
the deed of the parties of the first part
to A. A. Arthur Trustee registered in the
Registers office of Claiborne county
Tennessee, To have and to hold the
premises herein described with all
and singular their appurtenances
to the said party of the second part
their heirs and assigns with title
of general warranty forever. And the
parties of the first part covenant with
the party of the second part that they

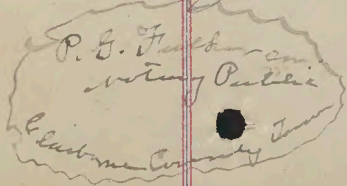
are lawfully seized and possessed of said lands and that the same are unincumbered, But it is understood that the parties of the first part only quit claim their interest in that portion of the first tract herein conveyed lying west of a north 19 west line from the north west corner of the Jones eleven hundred and fifty five acre survey. But a lien is expressly retained upon the lands herein conveyed to secure the payment of the note executed for the purchase money yet due, In testimony whereof the parties of the first part have hereunto set their hands the day and date first above written.

J. W. Divine

Ada W. Divine.

State of Tennessee
 Clairborne County } P. G. Fulkerson a
 Notary Public for the county aforesaid
 and State aforesaid do certify that
 J. W. Divine whose name is signed
 to the within writing bearing date
 on the 19th day of June 1887 has
 acknowledged the same before me
 in the county aforesaid. Given under
 my hand and seal this 19th day
 of December 1887. (my term of office expires
 June 1st 1892.)

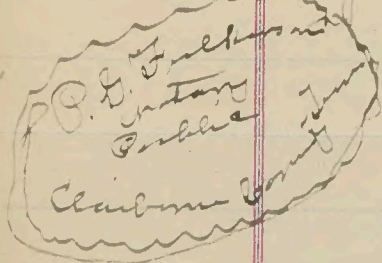
P. G. Fulkerson Notary Public
 for Clairborne County Tennessee.



(89)

State of Tennessee,
Claiborne County } O. G. Fulkerson Notary
Public for the county and state afore-
said do certify that Ada M. Divine
the wife of G. W. Divine whose names
are signed to the within writing
bearing date the 19th day of December
1887. personally appeared before me in
the county aforesaid and being ex-
amined by me privately and apart
from her husband and having the
writing fully explained to her
she the said Ada M. Divine ack-
nowledged the said writing to be
her act and declared that she
had willingly executed the same
and does not wish to retract it.
Given under my hand and seal of
Office the 19th day of December 1887.

My time of office expires Jan 1st 1892.
O. G. Fulkerson Notary Public
for Claiborne County Tenn.



Virginia Lee county clerk's office the
2nd Day of Dec 1887. The foregoing
deed bearing date Dec 19th 1887.
between G. W. Divine and Ada M. Divine
of the county of Claiborne in the

1891

State of Tennessee of the first part
and the Eastern Kentucky Land company
of the second part, was this day
filed in this office and admitted
to record upon the certificate of
P. G. Fulkerson a Notary Public
for Claiborne County Tenn.

Test John R. Gibson clk.

Mr. John R. Gibson clerk of Lee county
Gonesville Va. You are hereby
authorized to enter a release upon
the margin of deeds from myself
and wife to the Eastern Ky. Land
Co. of Mt Sterling Ky. as the deferred
payment has been paid in full.
Tazewell Tenn. Jan 9th 1889.

J. W. Divine

Attest John R. Gibson clerk

Virginia Lee county court clerk's office
January 9th 1889. I, John R. Gibson Clerk
of Lee County Court. do certify that the
foregoing writing from J. W. Divine
was this day received through
the Mail and entered upon the
records.

Test John R. Gibson Clerk.

Attest of the records.

Test John R. Gibson clerk

Eastern Ky. Land Co
Front Copy of Deed

G. W. Dixie & Wife

Deed Book 23 P. 36

VA. ATTORNEY
W. W. FREEMORE
AT LAW
FARMERSVILLE, VA.

(70)

They then introduced L. B. Lock-
well, who proved that he is
& was the agent and general
manager of the Eastern Ken-
tucky Land Co. That he pur-
chased the west end of the
Fields Survey which lies west
south & east of Cumberland
Gap from J. W. Divine & wife
and took from them what
he and they supposed was a
conveyance therefor that he
went into the possession of the
same under said Divine, and
built a house upon & moved
in and lived there on and
before July 12th 1888. That he is
a practical surveyor & has twice
aided in running the west end
of the fields survey and that the
same covers the land in contro-
versy as run by him & L. B. John-
son, and that the deed of G. G.
Bottrell to Samuel L. Jones
extends into the Fields survey
from $\frac{1}{4}$ to $\frac{1}{2}$ acre at and near the
stone house occupied by G. G. Bottrell
& the house stands on this small piece

That the paper a copy of which is before him was made & executed on the ground at Cumberland Gap by A. A. Arthur Trustee or General Manager of the American Association and was given to A. L. Pridmore to hold and afterwards it was agreed to make type written copies of the same and the original had been sent to his company for acknowledgment so as to have the same recorded that he heard Charles Seymour the atty for the Plff and the American Association say in the spring of 1889 that he had said paper, and that witness does not now know where it is, but that he does know the paper in his hand is a true copy except the signature & few interlineations that after the execution of said paper on 12 July 1888 and on that day the plff give him possession, He continued as General manager, to use occupy and control the land lying to the North of the compromise

(92)

line sold lots off of it and built
houses upon it some of which
are west of the Rail Road Tunnel,
that the American Association sent
its surveyor one Mernyn and
he witness for his company & said
Mernyn & C. B. Johnson & others in
a few days probably the next day
ran the compromise line, and put
up stones thereon around to the
Kentucky line as described in
said paper, That soon thereafter
the said Jeff had put on said com-
promise line a wire fence, which
runs partly west of the Tunnel
on said line, That in a few
days after said compromise
Witness as the Manager of his
Company went to G. B. Cottrill
& James Rollins and told them
of the compromise and the pos-
session give him and made an
agreement with them to remain
as his tenants in said houses
& hold them for his company
and this was before May 1889
the time spoken of by C. H.
Rogers & others when

Robert H. Jones undertook to turn over the possession thereof to said Rogers & Mr. Arthur as Atty & Agents of the Plff. That there were several houses on the land in dispute some of which stood west of the Tunnel that the houses west of the Tunnel had been built by him & others, on the east he had sold the lots & others built upon them, That after the Compromise the Plff. moved off some tenants he had on the Fields Survey and east of his witnesses house that since he had gone into the possession of the Fields land he had continued to occupy a part claiming the whole and that all the land in the Plff. writ was in the Fields Survey and was enclosed except a small lot of 2 or 3 acres around the store & dwelling house which was cleared but not fenced nor had there been any fence around it for several years only a small lot used for a

(94)

calf lot the fence of which was some times up & some times down. That his Company claimed the West end of the Fields survey including the store house & dwelling house occupied by the defendants, but they did not claim any land outside the Fields Survey upon which he had lived since 1887.

Witness further states that the paper referred to above, he had been informed by letter by the secretary of his Company had been forwarded to witness by mail but he did not receive it, but afterward Charles Seymour make the statement above, But he had never had the actual possession of the store house & dwelling & the lots on which they stand except under the agreement made with the defendant after the compromise of July 12th 1888 as above stated.

The defendant then introduced

A. L. Predmore who proved the execution of the paper dated July 12th 1888. by Benj. Cockrell President &c & A. A. Arthur as believed signing as general manager. That the heard Seymour counsel for the Plff say in the spring of 1889 that he had said paper. That he had several times demanded the paper from Seymour and endeavored to get it from the Plff or his atty but could not they saying they could not find it, that the paper before him was a true copy except the few interlineations and the signature was lacking.

The defendant then introduced the paper in the words & an figures following to wit:

Memoranda of a contract made and entered into this day by and between, "The American Association" Limited of the first part, and the "Eastern Kentucky Land Company," of the second part

1961

Witnesseth, that whereas there has arisen a controversy as to the true line of the contracting parties between the Jones survey situated mostly in Blair County, Tenn, and owned by the party of the first part, and the Fields Survey situated in Lee County Va and owned by the party of the second part, both of which are near Cumberland Gap the lines being adjacent, and whereas there has heretofore been two lines run differing about 3 poles, which marks the south line of the Fields survey, and the north of the Jones survey; and whereas the party of the first part are now actively engaged by its employees in the construction of a tunnel under Cumberland Mountain and through the said gap, for rail road purposes, passing partly under the lands of the party of the second part, show in order to fully and finally adjust and set the said lines, it is agreed

that said first named lines shall be re-run marked equidistant from the lines heretofore claimed, and the new line well marked, thus equally dividing said strip of three poles, and said new line is to be extended on this location 100 poles westwardly from where it crosses the mill branch, and thence on the calls of the title papers to the Kentucky line, And such line shall be and remain the true line between said parties, And the party of the first part relinquishes and quit claim to all title or possession to the lands known as the Fields survey to the North of said line. And the party of the second part quits claim to all the Jones lands to the South of said line except their mill and water rights which are to remain as at present. The party of the second part further agrees and binds itself not to enjoin, or by other legal proceedings, stop or impede the prosecution of the work on said Tunnel so

far as their lands are concerned. But this agreement is to be construed to extend no farther than the mere prosecution of the work to completion. All other rights vested in either party are reserved. And the party of the second part further agrees that the party of the first part may grade construct, open and use a roadway through, over, and across their lands on the face of the Mountain west from the present Tennessee road. Dated at Cumberland Gap This July 12th 1888.

Witness.

And these being all the facts proved, after the agreement of Counsel, the Jury found the following Verdict of the Jury. (See eighth page for Verdict) And therefore the defendant after his motion in arrest of Judgment and for a new trial because

of insufficiency of said verdict moved the Court to set aside said verdict on account of the misruling of the Court pending the trial as shown by his bills of exceptions in this cause and because the same was contrary to law & the evidence. But the Court overruled said motion and refused to grant a new trial to the defendant. To which action of the Court in so refusing to set aside said verdict & grant him a new trial the defendant by their counsel excepts and prays this his exception to be signed sealed & made a part of the record which is done.

James W. Orr ~~Seal~~

No 1
(1100)

Be it remembered that after the plaintiff had closed his case the defendant to maintain the issue on his part offered to read Patent from the Commonwealth to Nathan Fields the order of the Court appointing Calbourne Anderson Comr. of Delinquent ^{and} Forfeited lands the deed of said Anderson as comr J. M. Beaty ^{and} R. M. Eey, the deed of J. M. Beaty et al to John F. Tyler, the deed of John F. Tyler ^{deputy} to John H. Newlen the Chancery cause of Smith Crabtree Vs Thos. S. Eey admr et al, the deed of Samuel C. Jones ^{and} wife to J. W. Divine, the deed of David Miller Commissioner to Samuel C. Jones, the Chancery suit of J. W. Divine vs Heirs of R. M. Eey decd., the deed of St. L. Pridemore Comr to J. W. Divine the ^{paper} purporting to a deed from J. W. Divine ^{and} wife to Eastern Ky Land Company. And the Article of Agreement between the American Association Limited ^{and} the Eastern Ky land Company dated July 12th 1888 all of which are mentioned ^{and} set on and in the defendants bill of exceptions No 4, to the reading of each and every one of which the plaintiff

objected but the Court overruled said objection and permitted each to be read. To which ruling of the Court in overruling said objections ^{and} permitting said papers to be read the plaintiff excepted ^{and} prays this his bill of exceptions be signed, sealed and made a part of the record, which is accordingly done.

James W. Carr Seal

No 2. It is remembered that after the evidence was all in and the arrangements of the Council both for the Plaintiff ^{and} Defendants had all closed, the defendants asked the Court to give four several instructions to the jury numbered 1, 2, 3 ^{and} 4 (which are in the hand^{writing} of N. L. Pridemore) to the giving of which the plaintiff objected, which objection was sustained as to No 2, but overruled as to other three which the Court gave. The first of which was in the words and figures following to wit: The Court tells the jury ^{see} (see Copy instructions No. 1.) to wit:

S. S. Arthur Trustee

Vs

S. S. Cottrell et al

} Unlawful Entry

The court tells the jury if they believe from the evidence

(402) ³

in this cause, that the Commonwealth of Virginia by patent bearing date 27th January 1796, granted to Nathan Fields a tract of land situated partly in this County containing 7080^{ac}. That the same became forfeited and delinquent for the non payment of taxes thereon due and that Gaibourne Anderson was appointed Commissioner of delinquent lands for the County of Lee and that he sold the same and conveyed them to R. M. Clegg and John M. Beatty. That John M. Beatty afterwards sold and conveyed ^{undivided} one half thereof to John F. Tyler and that said John F. Tyler subsequently sold and conveyed said undivided one half to John H. Newlin and that by judicial proceedings said undivided one half was sold by Commissioners C. T. Duncan and David M. Miller Commissioners appointed by the Circuit Court, in said cause, said the undivided lands of said Newlin being he being their and that said sale included the land known as the Fields survey, and that by virtue of this decree they sold the lands held in an undivided state and that such sale embraced said lands in controversy, And at said sale

Samuel C. Jones became the purchaser of such undivided interest, and that it is embraced in the lands in controversy, and that Samuel C. Jones afterwards sold and conveyed these same lands to J. W. Divine and conveyed them by covenants of general warranty, and that such purchase and sale by Samuel C. Jones covers the lands in controversy, then the Court tells the jury that Samuel C. Jones and his heirs and those claiming under him or his heirs can acquire no lawful right or title or possession in the lands he sold and conveyed by Samuel C. Jones by reason of his will and subsequent deed. But that such deed estops him and them from afterwards setting up title to such lands; and this, although they may be ~~liever~~ that said Samuel C. Jones had and held a valid claim to a part of said lands before said sale.

No. 3.

is in the words and figures following to wit: the Court tells the jury &c. (New Copy instruction No. 3)

3 The Court further tells the jury if they believe from the evidence in this cause, that the plaintiff A. A. Arthur Trustee on the 12th day of July 1888 had the lawful possession of the land

(104)

in Controversy. And on that day he surrendered ^{and} gave up such possession to the Eastern Kentucky Land Company, and that in pursuance of that agreement the said Eastern Kentucky Land Company took possession of the land in dispute under the direction of the plaintiff ^{and} in pursuance of their agreement the E. K. L. Co notified the defendants that they had so acquired the possession theretofore claimed ^{and} owned by the said Arthur should they believe said (Arthur so claimed ^{and} purchased the same) then the defendants acquired their possession lawfully and the jury should so find for them. Although they may believe the said Arthur, afterwards procured a deed of Conveyance from the heirs of Samuel C. Jones. The land estopping the said Arthur from denying that he did have the possession of said land after obtaining a benefit by his own representation that he did so hold the possession. And if they thus believe, they should find for the defendants. c

No 4 is in the words and figures following to
 wit: *A. A. Arthur Trustee*
 Against *(Unlawful)*
G. G. Cottrell and James Rollins Entry
 The Court tells the jury that if they
 believe from the evidence in this cause
 that *A. Arthur Trustee*, leased the
 store house and dwelling house occupied
 by the deft to the defendants or those
 under whom they claim and that the defts
 so held the same at the date of the
 service of the writ in this cause
 they will find for the plaintiff such
 land premises so held by them unless
 they believe that before that time the
 said plaintiff had the lawful poss-
 session of the same and on the 12th of
 July 1888 transferred and released
 said possession to the Eastern Ten-
 nucky Land Company and that such
 Company had under such release
 thus acquired the possession of the
 plaintiff and demanded and received
 the defendants possession under said
 contract. And if the jury believe
 from the testimony in the cause that
 the defendants were at the time
 the plaintiff made his lease to them

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the lawful tenants of the Eastern
Kentucky Land Company then such
such lease by the plaintiff while the
defendants were the tenants of the
said E. K. L. Co (if they believe they
were such tenants) is void And they
ought to find for the defendants
to which action of the Court in giving
said instructions the plaintiffs except,
and prays this his bill of exceptions be
signed, sealed and made a part of the
record, which is accordingly done.

James W. Carr Seal

H. C. Arthur Trustee

No 3

vs

W. C. Carr & Co

Plaintiff Entry

~~the said Stone House as had from his~~
~~estate and the division of said S. B.~~
~~John said lease and vesting to expire~~
~~on the 1st day of May 1889, that before~~
~~that time the said said division~~
~~of the said Samuel O. Jones said lease~~
~~agent said premises to A. Arthur Trustee~~
~~that on the 1st day of May 1889 the~~
~~said John O. Colman who was the agent~~
~~with the defendant S. B. Jones~~
~~being and using said houses surrendered~~
~~the possession of said houses to wit~~
~~as the agent of said S. B. Jones's division~~
~~and that he witnesses there to their delivery~~
~~the possession thereof to C. L. Rogers and Wm~~

No 1

107

Be it remembered that after the Plaintiff had closed his case the def^t to maintain the issue on his part offered to read the Patent from the Commonwealth to Nathan Fields the order of the Court appointing Osborne Anderson Commissioner of delinquent ^{&c} forfeited lands - the deed of said Anderson as com^r to J. M. Beaty ^{&c} R. M. Ely, the deed of J. M. Beaty et al to John F. Tyler, the deed from John F. Tyler & wife to John S. Newlee the Chancery Case of Smith Crabtree vs Thos. S. Ely adm^r et al, the deed of Samuel C. Jones ^{&c} wife to J. W. Divine, the deed of David Miller com^r to Samuel C. Jones, the Chancery Suit of J. W. Divine vs heirs of R. M. Ely dec^d, the deed of A. L. Pridemore com^r to J. W. Divine the paper purporting to be a deed from J. W. Divine ^{with} to Eastern Kentucky Land Company and the Article of Agreement between the American Association Limited ^{&c} The Eastern Kentucky Land Co, dated July 12th 1888. all of which are mentioned ^{&c} set out in the defendants bill of Exceptions No 4. The reading of each ^{&c} every one of which the plaintiff objected but the Court overruled said objection ^{&c} permitted each to be read to which of the Court in overruling said

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objections and permitting said papers to
be read the plaintiff excepts and prays
that his bill of exception be signed, sealed
and made a part of this record, which is
accordingly done,

James W. Orr (Seal)

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Ch 22.

St. A. Arthur v. Truster

G. L. ^{vs} Botrel & James Rollins

Be it remembered upon the trial of this cause, the defendants offered to read, as evidence and was permitted to do so the deed of Samuel C. Jones & Eliza Jones his wife to J. W. Divine bearing date on the 28th day of Sept 1881. in the words & figures following to wit: (see Page 77 for copy of said Deed)

And after the same had been read the defendants then by their counsel moved the court to exclude the last will and testament of the said Samuel C. Jones and the deed of Eliza Jones his wife & R. H. Jones & others his heirs at law as evidence from the jury because by the said Jones deed to J. W. Divine he had conveyed as alleged by the depts. the same by covenants of general warranty

But the court overruled said motion and refused to exclude the same & allowed the said will & deed to remain as evidence

of title in the plff. To which action
of the court the defendants by their
counsel excepts & prays this their
exception to be signed sealed &
made a part of the record which
is done.

James W. Orr. sec'd

No 3

Alexander A. Arthur Trustee

vs

J. G. Cotrell et al.

Let it be remembered that upon the trial of
 this cause and after the arguments of Counsel
 for the plaintiff & defendants had been
 concluded the defendants by their Counsel
 moved the court to instruct the jury in
 the words & figures following to wit:-
 The court-further tells the jury that if they
 believe from the evidence in this cause, that
 at the sale of the undivided lands to John
 S. Newell heirs by commissioners C. J.
 Duncan & David Miller in the chancery
 cause of Smith Crabtree vs J. S. Ely et al
 in evidence before them Samuel C. Jones was
 present at said sale and was the purchaser
 and that said sale embraced and covered the lands
 in controversy and that he did not then claim
 & set up a claim thereto; but took
 & accepted a deed therefor; and afterwards
 the said Samuel C. Jones sold the same land
 and conveyed it to J. W. Divine by deeds of
 covenants of general warranty & that said
 Jones did not claim at said sale, any lands
 they sold, and that he was present & knew
 that they were being sold as the undivided
 lands of the heirs of John S. Newell & did

not set up his claim to the land at the time
of the sale and afterwards conveyed to Quinn
as above all lands we purchased. The law
estops him and those claiming under him from
ever setting up a claim thereto. The law holds
that if a man stands by and sees his prop-
erty sold as the property of another and
acquiesces in such sale without setting up
his claim. The law estops him and those
claiming under him and say if he would
not speak when he could he must
be silent when to speak would prejudice
others. But the Court refused to give
said instruction or modify the same
further than was done by the instruc-
tions given. To which action of the Court
the defendants by their counsel except and
pray this their exceptions to be signed,
sealed and made a part of the record which
is done.

James W. Orr. Seal

Be it remembered upon the trial of the
case and after the verdict had been
rendered by the jury the defendants
moved the Court to set aside the ver-
dict and grant them a new trial because
the verdict was not sufficient to enable
the sheriff to deliver the possession thereof
and because the same was too vague
and indefinite and was not according
to the law but the Court overruled said
motion and entered up the judge-
ment for the plaintiff. the verdict
is in the words and figures following:
"See Page 8 for verdict" But the Court
overruled the motion and refused to
grant a new trial to which action
of the Court the defendants by their
Counsel excepts and prays this the
exceptions to be signed, sealed and made a
part of the record which is done,

James W. Orr. Secy

Virginia Lee County to wit
I John R. Gibson Clerk of the
County Court of Lee County do
do certify that the foregoing trans-
cript is a true copy of the record
in the case of A. A. Arthur Truste against
G. G. Cotrell and James Rollins. Given under
my hand & official seal this Apr. 12 1891
John R. Gibson Clerk.

A. N. [unclear]

vs 3 Copy of Record

Cottrill & Rollins

1893 fine Term docketed
order Survey & Contd

Q¹¹

Q¹¹